

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE  
FINANCING STATEMENTS**

*E Aubrey Collison*  
CLERK OF THE CIRCUIT COURT

CAMERA: *shirley gazzel*

**LIBER**

**485**

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256520

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated April 29, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BANK'S INC. t/a BUDGET AUTO & TIRE CENTER  
Address 260 Solomons Island Road, Annapolis, Md. 21401

2. SECURED PARTY

Name THE WATERS CO. BALTIMORE  
Address 3915 COOLIDGE AVENUE  
BALTIMORE, MARYLAND 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 10th, 1985

4. This financing statement covers the following types (or items) of property: (list)

ROBINAIR model 10985 Air Conditioning Service Station  
Serial No. 7234

CENTURY/SOLAR model 5-012 Cooling System Flusher/Analyzer  
serial no. B428549

RECORD FEE 22.00  
POSTAGE 50  
APR 29 1985 11:49  
256520

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

BANK'S INC. t/a Budget  
(Signature of Debtor)  
Auto & Tire Center  
Type or Print Above Name on Above Line  
*Douglas M. Banks*  
(Signature of Debtor)  
Douglas M. Banks, Pres.  
Type or Print Above Signature on Above Line

THE WATERS CO. BALTIMORE  
*Burns H. Waters*  
(Signature of Secured Party)  
Burns H. Waters, Pres.  
Type or Print Above Signature on Above Line

Original

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 APR 29 PH 1:48

E. AUBREY COLLISON  
CLERK

22-50

SECURITY AGREEMENT

LINES - 485 PAGE 2

THE WATERS CO. BALTIMORE, with a principal place of business at 3915 Coolidge Avenue, Baltimore, Maryland, hereinafter called the Seller, hereby agrees to sell and BANK'S INC. T/A Budget Auto & Tire Center, who's address is 260 Solomons Island Road, Annapolis, Maryland 21401, hereinafter called the Buyer, hereby agrees to buy the goods described below, hereinafter called the Collateral, upon the terms hereinafter stated.

1. Collateral. The Collateral of this security agreement is equipment of the following description: ROBINAIR model 10985 Air Conditioning Service Station Serial No. 7234  
CENTURY/SCLAR model 5-012 Cooling System Flusher/Analyzer  
Serial No. B428549

The buyer acknowledges receipt of the Collateral in satisfactory condition and accepts the same and also acknowledges that it conforms to the description of any sample or model previously examined by the Buyer.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, WHICH EXTEND BEYOND THE ABOVE DESCRIPTION OF THE COLLATERAL.

2. Computation.

1. Cash Price .....	\$2,120.95
2. Less: Cash Down Payment.....	250.00
Trade-In: _____	
_____	none
Total Down Payment.....	250.00
3. Unpaid Balance of Cash Price.....	\$1,870.95
4. Other Charges (describe).....	none
5. Amount Financed (3 + 4).....	\$1,870.95
6. Finance Charge.....	none
7. Total of Payments .....	\$1,870.95
8. Deferred Payment Price.....	\$1,870.95
9. Annual Percentage Rate.....	none

3. Payment of Purchase Price. The Buyer shall pay the Deferred Payment Price of \$1,870.95 as follows: (a) on execution hereof, none; and (b) thereafter, 1,870.95, in 2 consecutive monthly installments in the amount of 935.48 each, beginning June 10th, 1985 and on the 10th day of each month thereafter until the entire amount is paid together with interest on unpaid installments from maturity, or as soon after maturity as is permitted by applicable state law, at the rate of 18% per annum, and reasonable costs of collection, including reasonable attorneys' fees.

4. Security interest. To secure payment and performance of all the Buyer's obligations hereunder, hereinafter called the Obligations, the Seller has retained title to the Collateral and a security interest therein and in all additions and accessions thereto.

cont'd.

Original

5. Buyer's warranty and covenants. The Buyer hereby warrants and covenants that:

(a) The Collateral will be used primarily as equipment for servicing air conditioning and cooling systems on cars and trucks.

(b) The Collateral shall be kept at 260 Solomons Island Rd., Annapolis, Maryland 21401, until such time as written consent to a change of location is obtained from the Seller.

(c) The Buyer's address is that shown at the beginning of this agreement.

(d) The Buyer shall not sell or offer to sell or otherwise transfer or encumber the Collateral or any interest therein without the prior written consent of the Seller.

(e) No financing statement covering the Collateral or any proceeds thereof is on file in any public office. The Buyer shall immediately notify the Seller in writing of any change in address from that shown in this agreement and shall also upon demand furnish to the Seller such further information and shall execute and deliver to the Seller such financing statements and other papers and shall do all such acts and things as the Seller may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Obligations, subject to no prior liens or encumbrances.

(f) The Buyer shall keep the Collateral at all times insured against risks of loss or damage by fire, theft, and such other casualties as the Seller may reasonably require, all in such amounts, under such forms of policies, upon such terms, for such periods, and written by such companies or underwriters as the Seller may approve, losses in all cases to be payable to the Seller and the Buyer as their interests may appear. All policies of insurance shall provide for at least ten days' prior written notice of cancellation to the Seller; and the Buyer shall furnish the Seller with certificates of such insurance or other evidence satisfactory to the Seller as to compliance with the provisions of this paragraph. The Seller may act as attorney for the Buyer in making, adjusting, and settling claims under and cancelling such insurance and endorsing the Buyer's name on any drafts drawn by the insurers of the Collateral.

(g) The Buyer shall keep the Collateral free from any adverse lien, security interests, or encumbrance and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any applicable statute, ordinance, or policy of insurance thereon. The Seller may examine and inspect the Collateral at any reasonable time or times wherever located.

(h) The Buyer shall pay promptly when due all taxes and assessments upon the Collateral or for their use or operation or upon this agreement.

cont'd.

6. Assignment by seller. All rights of the Seller in, to, and under this agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. Should the Seller give notice to the Buyer (a) of an intended assignment of such rights and thereafter such an assignment is made or (b) of such an assignment having been made then, in either event, the liability of the Buyer to the assignee shall be immediate and absolute and the Buyer will not set up any claim against the Seller as a defense, counterclaim, or set-off to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral.

7. Additional rights of parties. The Buyer authorizes the Seller, in its discretion, to discharge taxes, liens, or security interest or other encumbrances at any time levied or placed on the Collateral, to place and pay for insurance thereon, to order and pay for the repair, maintenance, and preservation thereof, and to pay any necessary filing or recording fees. The Buyer shall reimburse the Seller on demand for any payment made or any expense incurred by the Seller pursuant to the foregoing authorization. Until default, the Buyer may have possession of the Collateral and use the same in any lawful manner not inconsistent with this agreement.

8. Events of default. Upon the occurrence of any of the following events or conditions:

(a) the default in the payment or performance of any of the obligations or of any covenant or liability contained or referred to herein;

(b) the falsity in any material respect of any warranty, representation, or statement made or furnished to the Seller by or on behalf of the Buyer in connection with this agreement;

(c) the loss, theft, substantial damage, destruction, sale, or encumbrance to or of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon; or

(d) the death, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Buyer or guarantor or surety for the Buyer;

the Seller at its option may declare all of the Obligations to be immediately due and payable and shall then have the remedies of a secured party under the Commercial Law Article of the Annotated Code of Maryland, including without limitation thereto, the right to take possession of the Collateral, and for that purpose the Seller may, so far as the Buyer can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Seller may require the Buyer to make the Collateral available to the Seller at a place to be designated by the Seller which is reasonably convenient to both parties. Unless the Collateral threatens to decline speedily in value, the Seller shall give the Buyer at least five days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Expenses of retaking, holding, preparing for sale, selling, or the like shall include the Seller's reasonable attorneys' fees and legal expenses.

cont'd.

9. General. This agreement and the security interest in the Collateral created hereby shall terminate when the Obligations have been paid in full. No waiver by the Seller of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. All rights of the Seller hereunder shall inure to the benefit of its successors and assigns; and all obligations of the Buyer shall bind the heirs, legal representatives, successors, and assigns of the Buyer. If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect.

In witness whereof the parties hereto have executed this agreement April 29th, 1985.

The Waters Company Baltimore  
Seller

By *Dwight H. Waters* (Seal)

BANK'S INC. (Seal)

Buyer

*[Signature]* (Seal)

NOTICE TO BUYER: YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. YOU HAVE THE RIGHT TO PAY IN ADVANCE THE UNPAID BALANCE OF THIS CONTRACT.

Original

Mailed to: Mailed to Secured Party

LIDER - 485 PAGE 6

256522

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) FRANCIS C. SPENCE 204 St. James Drive Glen Burnie, Maryland 21061	2. Secured Party(ies) and address(es) JOE RAMSEY MUSIC 161 West Street Annapolis, Maryland 21401	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Conn spinet organ & bench Model 464 Deluxe S/N 478641  not subject to recordation tax.		5. Assignee(s) of Secured Party and Address(es) MANUFACTURERS HANOVER FINANCIAL SERVICES OF MD, INC 6001 Montrose Road, #702 Rockville, Maryland 20852

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: ANNE ARUNDEL COUNTY

By: Francis C. Spence  
 Francis C. Spence  
 Signature(s) of Debtor(s)

By: Joe Ramsey  
 A.F. Ramsey  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD  
CIRCUIT COURT, W. & A. COUNTY

1985 APR 29 PM 2:55

E. AUBREY COLLISON  
CLERK



Mailed to Assignee  
~~Secured Party~~

485-7

No. NOT USED

4-29-85

COLLATERAL SECURITY - NO  
RECORDING CHARGE

LIDER - 485 PAGE

8

FINANCING STATEMENT

256523

(Not To Be Recorded in Land Records)

This Financing Statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.

E. AUBREY COLLISON  
CLERK

1985 APR 29 PM 3:03

RECEIVED LAND RECORDS  
CLERK OFFICE, BALTIMORE COUNTY

1. DEBTOR AND ADDRESS:
- (A) Robert C. Meehling  
t/a Athletic Attic  
Glen Burnie Mall  
Glen Burnie, Maryland
  - (B) White Flint Sports, Inc.  
t/a Athletic Attic  
White Flint Mall  
Kensington, Maryland
2. SECURED PARTY AND ADDRESS: The Business Bank  
8399 Leesburg Pike  
Vienna, Virginia 22180

3. This Financing Statement covers the following types of personal property situated or located at the above-listed addresses of Debtor: (1) all furniture, fixtures, equipment, machinery, now owned or hereafter acquired; (2) all inventory, now owned and hereafter acquired; and (3) accounts receivable now existent or hereafter created.

4. The proceeds of collateral are covered.

5. The products of collateral are covered.

RECORD FEE 14.00  
POSTAGE 50  
APR 29 1985 11:04  
APR 29 1985

DEBTORS:

Robert C. Meehling  
Robert C. Meehling

WHITE FLINT SPORTS, INC.

By Robert C. Meehling  
Robert C. Meehling  
President

SECURED PARTY;

THE BUSINESS BANK

By Karen L. Smith  
Karen L. Smith  
Bank Officer

PLEASE RETURN TO: David W. Ralston, Esq.  
11718 Bowman Green Drive  
Reston, Virginia 22090

Mailed to: \_\_\_\_\_

**LIBER - 485 PAGE 9**  
**STATEMENT OF TERMINATION OF FINANCING**  
(Pursuant to Uniform Commercial Code)

CR  
CLERK

April 3, 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 374 Page 190 Clerk of Court-Anne Arundel County  
(Filing Office) (County and State)

RECORDED FILE 10.00  
POSTAGE 0.50  
TOTAL 10.50  
APR 29 1985

Debtor or Debtors (name and Address):

Michael W. Henley  
PO Box 323  
Odenton, MD 21113

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corporation III  
Secured Party

By *[Signature]*  
Its Branch Office Manager

Form 91 MD (3-79)

**HOUSEHOLD FINANCE CORPORATION**  
FREE STATE PLAZA  
15516 ANNAPOLIS ROAD  
BOWIE, MARYLAND 20715



Mailed to Secured Party

RECEIVED FOR RECORD  
COURT CLERK, A.A. COUNTY  
1985 APR 29 PM 2:54  
E AUBREY COLLISON  
CLERK

10.50

LIBER - 485 PAGE 10

256501

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
Sheir, Robert  
545 Tranquil Ct.  
Odenton, MD 21113

2. Secured Party(ies) and address(es)  
VMS National Residential Portfolio I  
c/o VMS Realty, Inc.  
8700 West Bryn Mawr  
Chicago, IL 60631  
Attn: Partnership Finance Dept.

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in VMS National Residential Portfolio I, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

Not subject to Recordation Tax.

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
468 BROADWAY  
ALBANY, N.Y. 12207

RECORD FEE 11-00  
POSTAGE 50  
MAY 22 12:37 PM '85  
APR 29 85

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

10F076 *Anna Arundel*

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: *0*

*Deane C. Egan* authorized signatory for  
VMS Realty Partners, attorney-in-fact for

VMS National Residential Portfolio I  
By: VMS Realty Partners, Managing General Partner

11:50 By: *Robert Sheir*  
Robert Sheir, Investor  
Signature(s) of Debtor(s)

By: *Vicki Wawrzyniak*  
Vicki Wawrzyniak, Director of Part. Finance  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

RECEIVED FOR RECORD  
CLERK COUNTY, A. COUNTY  
1985 APR 29 PM 3:14  
E. AUBREY COLLISON  
CLERK



Mailed to Secured Party

256525

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Pritt, Fred 1301 Holiben Road Severna Park, Md. 21146	2. Secured Party(ies) and address(es) VMS National Residential Portfolio I c/o VMS Realty, Inc. 8700 West Bryn Mawr Chicago, IL 60631 Attn: Partnership Finance Dept.	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property:  Debtor's limited partnership interest in VMS National Residential Portfolio I, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.  Not subject to Recordation Tax.		5. Assignee(s) of Secured Party and Address(es)  RETURN ACCEPTED FOR MAIL NATIONWIDE INFORMATION 488 BROADWAY ALBANY, N.Y. 12207  SECURED FEE 11.00 POSTAGE .50 APR 29 1985
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: 10F076 <i>Amended</i>
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: <i>2-10</i>		
<i>Diana C. Egan</i> , authorized signatory for VMS Realty Partners, attorney-in-fact for		VMS National Residential Portfolio I By: VMS Realty Partners, Managing General Partner
By: <i>Fred Pritt</i> Fred Pritt, <del>Investor</del> Debtor(s) (1) Filing Officer Copy-Alphabetical		By: <i>Vicki Wawrzyniak</i> Vicki Wawrzyniak, Director of Part. Finance (For Use In Most States)

RECEIVED FOR RECORD  
 CLERK OF COURT, A.A. COUNTY  
 1985 APR 29 PM 3:14  
 E. AUBREY COLLISON  
 CLERK



Mailed to Secured Party

256526

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Murphy, Roy J.  
108 River Dr.  
Annapolis, Md. 21403

2. Secured Party(ies) and address(es)

VMS National Residential Portfolio I  
c/o VMS Realty, Inc.  
8700 West Bryn Mawr  
Chicago, IL 60631  
Attn: Partnership Finance Dept.

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in VMS National Residential Portfolio I, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

Not subject to Recordation Tax.

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
488 BROADWAY  
ALBANY, N.Y. 12207

Mailed to:

5. Assignee(s) of Secured Party and Address(es)

SECURITY FEE 11.00  
MORTGAGE .50

APR 29 1985

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

10 F076 Anne Areppel &  
MD

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Diana C. Evans, authorized signatory for  
VMS Realty Partners, attorney-in-fact for

VMS National Residential Portfolio I  
By: VMS Realty Partners, Managing General Partner  
Chick Miller

11:58  
By: Roy J. Murphy  
Roy J. Murphy, Investor

By: Vicki Wawrzyniak, Director of Part. Finance  
(For Use In Most States)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

E. AUBREY COLLISON  
CLERK

1985 APR 29 PM 3:15

RECORDED FOR RECORD  
CLERK OF COURT, ANNE ARD COUNTY





LIBER - 485 PAGE 14

256527

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Isaacs, Edward W.  
356 Westbury Dr.  
Riva, Md. 21140

VMS National Residential Portfolio I  
c/o VMS Realty, Inc.  
8700 West Bryn Mawr  
Chicago, IL 60631  
Attn: Partnership Finance Dept.

4 This financing statement covers the following types (or items) of property:

5. Assignee(s) of Secured Party and Address(es)

Debtor's limited partnership interest in VMS National Residential Portfolio I, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

Not subject to Recordation Tax.

RETURN ACKNOWLEDGEMENTS TO  
NATIONAL INFORMATION  
410 BROADWAY  
ALBANY, NY 12207

Mailed to: 

RECORD FEE 11.00  
POSTAGE .50  
APR 29 1985 11:11

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

10P076 Anne Axelrod

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

*Diana C. Evans*, authorized signatory for  
VMS Realty Partners, attorney-in-fact for

VMS National Residential Portfolio I  
By: VMS Realty Partners, Managing General Partner

11:50 By: *Edward W. Isaacs*

By: *Sheila Anderson*

Edward W. Isaacs, Investor  
(1) Filing Officer Copy-Alphabetical

Sheila Anderson, Clerk  
(For Use In Most States)

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD  
CIRCUIT CLERK, ILLINOIS COUNTY  
1985 APR 29 PM 3:15  
E. AUBREY COLLISON  
CLERK



056523

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Grizzell, Joseph Martin 690 Merrimac Ct. Davidsonville, Md. 21035</p>	<p>2. Secured Party(ies) and address(es)</p> <p>VMS National Residential Portfolio I c/o VMS Realty, Inc. 8700 West Bryn Mawr Chicago, IL 60631 Attn: Partnership Finance Dept.</p>	<p>3. Maturity date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4 This financing statement covers the following types (or items) of property:</p> <p>Debtor's limited partnership interest in VMS National Residential Portfolio I, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.</p> <p>Not subject to Recordation Tax.</p>		<p>5. Assignee(s) of Secured Party and Address(es)</p>

Mailed to:  RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
488 BROADWAY  
ALBANY, N.Y. 12207  
RECORD FEE 11.00  
POSTAGE .50  
APR 29 1985

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: 10F076 Anne Reindel

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 2

Diana C. Evans, authorized signatory for VMS Realty Partners, attorney-in-fact for  
Joseph Martin Grizzell, Investor  
Sheila Anderson, Clerk Party(ies)

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.** (For Use In Most States)

RECEIVED FOR RECORD  
SAC OF COURTS & COUNTY  
1985 APR 29 PM 3:15  
E. AUDREY COLLISON  
CLERK



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name (Last Name First) and address(es)  
Annapolis 4A Rentals & Sales  
1919 Lincoln Dr.  
Annapolis, MD 21401

2. Secured Party(ies) name and address(es)  
JOHN DEERE COMPANY  
Court St. & Deere Rd.  
Syracuse, NY 13221

3. Maturity date (if any): (leave blank)  
For Filing Officer (Date, Time, Number, & Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#8447 1217 112 115:26  
APR 29 85

The amount of indebtedness secured under this financing statement at the time of its filing exceeds \$200.00

4. This financing statement covers the following types (or items) of property:

JD 212 Tractor SN 315918  
JD 38 Mower

Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional sheets presented

FILED WITH  Sec. of State  Other (Indicate Office)

This instrument prepared by Secured Party at Secured Party's above mentioned address.

The carbon impressions of our signatures on copies of this Financing Statement shall constitute signatures on such copies.

Annapolis 4A Rentals & Sales  
Kenneth R. Wagner Pres.  
Kenneth R. Wagner, Pres.

John Deere Company

By [Signature] Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL

STANDARD UNIFORM COMMERCIAL CODE FORM - UCC-1A STOCK 7-82

1985 APR 29 PM 3:31  
RECEIVED FOR RECORD  
CLERK  
AUBREY COLLISON  
CLERK

ERK

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

256530

LIBER - 485 PAGE 17

(xx) Not Subject to Recordation Tax
( ) Recordation Tax of \$\_\_\_\_\_ on
Principal Amount of \$\_\_\_\_\_ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the
Uniform Commercial Code:

1. LESSEE Analytics Incorporated
2500 Maryland Road, WILLOW GROVE, PA 19090
(Name or Names)
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
of LESSOR (Name or Names)
P. O. Box 116 Baltimore, Maryland 21203
(Address)

4. This financing Statement covers the following types (or items) of property:

- One - C1000B C5012V ONYX Computer System S/N 16931
Three - P81140T-80 Terminals/Keyboard S/N's. 1823, 2256, 1101, 1813
One - S1077 UNIX Documentation

Equipment Location: 939 Elkridge Landing Rd. Suite 155
Linthicum, Maryland 21090

RECEIVED FOR RECORD
1985 APR 29 PM 3:31
CLERK
AUDREY COLLISON

POSTAGE 11.00
50
APR 29 85

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE Analytics Incorporated LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Edward R. Ferraro V. P. By: Gordon T. Hill President
Corporate Vice-President (Title) (Title)
Edward R. Ferraro (Title) Gordon T. Hill (Title)

By: (Title) Return to: Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203
Mailed to: Attn: Jack Stamerro

256531

(xx) Not Subject to Recordation Tax  
( ) Recordation Tax of \$\_\_\_\_\_ on  
Principal Amount of \$\_\_\_\_\_ is  
enclosed/has been paid (strike  
inapplicable phrase).

For Filing Officer  
File No.: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Gen Cove Villas  
1331 Waterbury Rd. (Name or Names) Crownsville, Md. 21032  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)  
Of LESSOR Baltimore Federal Financial, F.S.A.  
(Name or Names)  
P. O. Box 116 Baltimore, Maryland 21203  
(Address)

4. This financing statement covers the following types (or items) of property:  
See Schedule A attached to and made a part hereof

RECEIVED FOR RECORD  
CLERK  
AUBREY COLLISON  
CLERK  
APR 29 PM 3:31

RECORD FEE 11.00  
POSTAGE 50  
APR 29 1985

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Gen Cove Villas  
By: Vincent J. Genco Proprietor  
(Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Gordon T. Hill President  
(Title)  
(Type or print name of person signing)  
Return to: Baltimore Federal Financial, F.S.A.  
P. O. Box 116  
Baltimore, MD 21203  
Mailed to: Attn: Jack Stamerro

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. EFSL 1075  
 dated January 23, 1985.

<u>Quantity</u>	<u>Description</u>
1	Table, Console Brass and Glass
1	Mirror, Brass
1	Sofa, Sectional, Mauve
1	Grape Vine Cocktail Table
1	Scoop Chair
1	End Table
2	Bar Stools
2	Wall Systems
1	Grape Vine Dining Table
6	Parson Dining Chairs
6	Yards of Fabric
1	Arch Lamp
2	Pier Cabinets
1	Storage Headboard
1	Lighted Bridge
1	Lighted Plateform
1	Wall Mirror
1	Queen Mattress and Foundation
1	Sky View Headboard
1	Sky View Triple Dresser
1	Sky View Vertical Mirror
2	Sky View Night Stands
1	Sky View Man's Chest
1	Double Mattress and Foundation
1	Double Bed Frame
6	20x20 Pillows
3	12x12 Pillows
6	Window Treatments

Approved and agreed to this 23rd day of January, 1985

Lessee: Gen Cove Villas Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: [Signature]

256532

FINANCING STATEMENT COPY FOR FILING

- Not Subject to Recordation Tax (**Purchase Money**)
- Subject to Recordation Tax: Principal  
Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other **Anne Arundel County**

NAME ADDRESS  
 I. Debtor(s) Street City State  
**Red's Dove, Inc.** **2729 Solomons Island Road, Edgewater, MD 21037**

Secured Party:

SUBURBAN BANK  
 6610 Rockledge Drive, Bethesda, MD 20817  
 Attn: Loan Administration

E. AUGREY COLLISON  
CLERK

1985 APR 29 PM 3:31

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SUBURBAN BANK

By: [Signature]

Type Name **Thomas V. Clagett**

Title **Vice President/Corporate**

Debtor(s) or Assignor(s)

**RED'S DOVE, INC.**

By: [Signature]

**James O. Steinberg, President**

Type or Print Name and Title of Each Signature

11.00  
52

LIBER - 485 PAGE 21

SCHEDULE "A"

One (1) 613C Wheel Trailer/Scraper with teeth

One (1) 966D Wheel Loader with cab, heater & teeth

Mailed  
Mailed to Secured Party

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF

FINANCING STATEMENT

1985 APR 29 PM 3:31  
 E. AUBRY & COLLISON  
 CLERK

1. Debtor(s):

Chase Construction & Equipment Corp.  
 Name or Names—Print or Type  
 P. O. Box 3333, Annapolis, Anne Arundel, Maryland  
 Address—Street No., City - County State Zip Code  
 21403

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party:

John Deere Industrial Equipment Company  
 Name or Names—Print or Type  
 400 19th Street Moline, Ill. 61265  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1 New John Deere 555A S/N TO555AX711304

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORDING FEE 11.00  
 POSTAGE .50  
 TOTAL 11.50  
 APR 29 1985

DEBTOR(S): Corp. SECURED PARTY:

Chase Construction & Equipment  
 (Signature of Debtor)  
 James C. Foote, President  
 Type or Print

John Deere Industrial Equipment Co.  
 (Company, if applicable)  
 (Signature of Secured Party)  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address John Deere Industrial Equipment Company  
 400 19th Street, Moline, Ill 61265

Mailed to Secured Party

11.50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Stephen R. Brown, M.D., P.A. 815 Ritchie Highway Suite 102 Severna Park, MD 21146	2. Secured Party(ies) and address(es) First American Bank of Maryland 25 W. Chesapeake Avenue Towson, Maryland 21204	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No. ID# 250940 Liber 470,  
Circuit Court for Anne Arundel Folio, 560  
 Filed with County, MD Date Filed February 17 19 84

RECORD FEE 10.00  
 POSTAGE 50  
 1984 FEB 27 10 11 AM  
 309 29 85

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

FIRST AMERICAN BANK OF MARYLAND

By: \_\_\_\_\_  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: C. Wayne Davis  
 Signature(s) of Secured Party(ies)

Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

E. AUBREY COLLISON  
 CLERK

105  
 1985 APR 29 PM 4:00

RECEIVED FOR RECORD  
 ANNE ARUNDEL COUNTY

↗  
 Miles and Stockbridge  
 10 Light Street  
 Baltimore, MD 21202



Mailed to: \_\_\_\_\_

LIBER - 485 PAGE 24

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Stephen R. Brown, M.D. Anna Lena Brown 1300 Ritchie Highway Severna Park, Maryland 21146	2. Secured Party(ies) and address(es) First American Bank of Maryland 25 W. Chesapeake Avenue Towson, Maryland 21204	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. ID# 251362, Liber 471, folio 530 Filed with <u>Circuit Court for Anne Arundel Co., MD</u> Date Filed <u>March 22</u> 19 <u>84</u>		RECORD FEE 10.00 POSTAGE 1.00 TOTAL 11.00 APR 29 1984
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input checked="" type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. The Agreement dated March 15, 1984, between Stephen R. Brown and Anna Lena Brown (as Lessor) and Stephen R. Brown, M.D., P.A. (as Lessee), concerning the Ultrasound Imaging Device known as Dasonics Universal Doppler, is hereby released from the original financing statement.

No. of additional Sheets presented:

First American Bank of Maryland

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

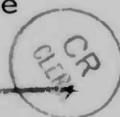
C. Wayne Davis, Vice President  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1985 APR 29 PM 4:00  
E. AUBREY COLLISON  
CLERK

Miles and Stockbridge  
10 Light Street  
Baltimore, MD 21202  
Mailed to: \_\_\_\_\_



256702

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
LESSEE/DEBTOR  
Anne Arundel Diagnostics, Inc.  
Franklin and Cathedral Sts.  
Annapolis, Maryland 21401

2. Secured Parties and address(es)  
LESSORS/SECURED PARTIES  
Stephen R. Brown and Anna  
Lena Brown  
245 Kilmarnock Drive  
Millersville, Maryland 21108

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:  
This filing is made to give notice of Lessors' ownership in the leased property more particularly described in Exhibit "A" attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and Address(es) LESSORS/SECURED PARTIES

First American Bank  
of Maryland  
210 East Lombard Street  
Baltimore, MD 21202  
Attn: C. Wayne Davis

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 2

Filed with: Circuit Court for Anne Arundel County

ANNE ARUNDEL DIAGNOSTICS, INC.

By: *[Signature]* (SEAL)  
Signature(s) of ~~Debtor~~ LESSEE/DEBTOR

*[Signature]*  
STEPHEN R. BROWN, M.D. (SEAL)  
By: *[Signature]* (SEAL)  
ANNA LENA BROWN (SEAL)  
Signature(s) of Secured Party(ies)  
LESSORS/SECURED PARTIES

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Miles and Stockbridge  
10 Light Street  
Baltimore, MD 21202



13.00  
RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
E AUBREY COLLISON  
CLERK  
1985 APR 29 PM 4:00

1. Ultrasound Imaging Device known as a Dasonics Universal Doppler DRF-400, model # 52, serial number 8338.
2. Xerox Medical Systems Xeroradiography 125 System consisting of processor (serial # X 399-001-956), conditioner (serial # X 398-001-213) and mobil cart for conditioner.
3. Raytheon X-Ray Unit consisting of the following:
  - 1 Remote control panel  
model #001-201-001, serial # 1-10-79-008-R
  - 1 Remote fluro control, serial # 1-10-79-008-R
  - 1 Wall cassette holder  
model # 222480, serial # 1928
  - 1 1104008 RMX-635 R/F  
Generator, serial # 1-12-78-003
  - 1 2704281 RFT-15 90/15  
R/F Table, serial # 0005
  - 1 Overhead collimater  
3700585 model CTS-12, serial # 0007
  - 1 90° overhead tube, serial # P49-108
  - 1 180° undertable tube, serial # P46-885
  - 1 S-94056 Collimaster C-150  
(housing for overhead tube), serial # 30-12-8-6832
  - two S-53830 30' Cables, serial # A41011/A41016
  - two S-53850 50' Cables, serial # A39233/A39235
  - 1 271098 Grid, serial # K-97072
  - 1 270085 Grid, serial # 1656
  - 1 Pedestal Base
  - 1 IONEX System, serial # 0979-001
  - 1 SFA Spot-O-Matic fluro  
tower (Permanent) model  
# 24-C, serial # 987-M
  - 1 ABC-PMT/R - ABC-D (kV)  
Fluoroscopic Automatic  
Brightness Control (includes  
power supply for PMT), serial # 9122804

- 1 TA-66 Tomographic Sub System
- 1 Terminex Forced Extinction Termination Unit
- 1 Dynavision 90 - 17 7"  
Imaging System, Machlett TV  
monitor, serial # 387605
- 4. M7B Eastman Kodak RP Coldwater Processor
- 5. 300 4 over 4 Wolf Illuminator 21044
- 6. CGR X-Ray Unit consisting of the following:
  - 1 Control panel style  
# 20B0100G03, serial # 73-11-178
  - 1 Fluro mirror imager style  
# 621B826G09, serial # 73-10-216
  - 1 Fluro control housing style  
# 256B858G04

EMD7 (hhh)

Mailed to: Miles & Stockbridge

256536

TO BE FILED AMONG THE FINANCING STATEMENT RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

1985 APR 29 PM 4:00  
E. AUBREY COLLISON  
CLERK

1. Name and Address of Debtor

Anne Arundel Diagnostics, Inc., a  
Maryland corporation  
Franklin and Cathedral Streets  
Annapolis, Maryland 21401

2. Name and Address of Secured Parties

Stephen R. Brown and Anna Lena Brown  
245 Kilmarnock Drive  
Millersville, Maryland 21108

3. This Financing Statement covers all of the following property of the Debtor:

(i) all of the Debtor's inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof; (ii) all of the Debtor's contract rights, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof; (iii) all of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (1) all cash and non-cash proceeds thereof, and (2) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods; (iv) all of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof; (v) all of the Debtor's chattel paper both now owned and hereafter existing, acquired or created, together with (1) all moneys due and to become due thereunder, (2) all cash and non-cash proceeds thereof, and (3) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Debtor assigns and grants to the Secured Party a security interest in all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof; (vi) all of the Debtor's equipment, both now owned and hereafter acquired, together with (1) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (2) all replacements thereof and substitutions therefor, and (3) all cash and non-cash proceeds and products thereof; (vii) all of the Debtor's motor vehicles, together with (1) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, and (2) all cash and non-cash proceeds thereof; and (viii) all of the Debtor's fixtures both now owned and hereafter acquired and wherever located.

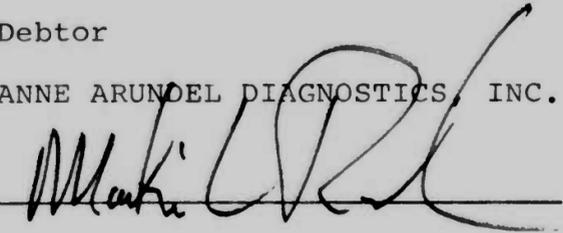
11-00  
50

LIDER - 485 PAGE 29

4. The Debtor certifies that the underlying transaction is exempt from Maryland Recordation Tax as the underlying transaction is a purchase money financing transaction.

Debtor

ANNE ARUNDEL DIAGNOSTICS, INC.

By: 

Mr. Clerk: Please return to Elizabeth M. Dunn, Esquire  
c/o Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202



EMD7/bbb

Mailed to Secured Party

256537

FINANCING STATEMENT

1. Name and Address of Debtor

Stephen R. Brown, M.D.  
Anna Lena Brown  
245 Kilmarnock Drive  
Millersville, Maryland 21108

2. Name and Address of Secured Party

First American Bank of Maryland  
210 East Lombard Street  
Baltimore, Maryland 21202  
Attention: C. Wayne Davis,  
Vice President

3. This Financing Statement covers all of the following property of the Debtors:

A. Promissory Note dated March 29, 1985 from Anne Arundel Diagnostics, Inc. to Stephen R. Brown, M.D., P.A. (endorsed to Stephen R. Brown, M.D.) in the original principal amount of \$351,119.40, together with all monies due and to become due thereunder, all rights incident thereto and all cash and non-cash proceeds thereof.

B. Chattel Paper consisting of a certain Equipment Lease (the "Lease") dated March 29, 1985 between Stephen R. Brown, M.D. and Anna Lena Brown, as Lessors, and Anne Arundel Diagnostics, Inc., as Lessee, together with (a) all rents and other monies due or to become due thereunder, (b) all cash and non-cash proceeds thereof, (c) all rights incident thereto, and (d) all property and goods (including, without limitation, Ultrasound Imaging Device known as a Diasonics Universal Doppler DRF-400, Model #5, serial #8338) both now owned and hereafter acquired by Debtor which are leased, the subject of or otherwise covered by, the Lease and all cash and non-cash proceeds thereof; subject, however to any rights of the Lessee under the Lease with respect to alterations and attachments to property and goods leased under the Lease.

4. The Debtors certify that the underlying transaction is exempt from Maryland Recordation Tax.

Debtors

Stephen R. Brown (Seal)  
Stephen R. Brown, M.D.

Anna Lena Brown (Seal)  
Anna Lena Brown



Mr. Clerk: Please return to Joseph W. Janssens, Jr., Esquire,  
c/o Miles & Stockbridge, 10 Light Street, Baltimore,  
Maryland, 21202

Mailed to: \_\_\_\_\_

50JJ (dd)

12.50

1905 APR 29 PM 4:00  
E. AUBREY COLLISON  
CLERK  
RECEIVED FROM RECORDS  
ANNE ARUNDEL COUNTY

256533

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First and Address(es)) <b>SCHWALENBERG, STEPHEN W SCHWALENBERG, JAMES W WAYSONS MOBILE COURT #29 WAYSONS COURT LOTHIAN, MD 20711</b>	2. Secured Party(ies) Name(s) and Address(es) <b>ACCENT HOMES INC. 7401 MOORE RD. BRANDYWINE, MD 20613</b>	4. For Filing Officer: Date, Time, No. - Filing Office <b>"Please put file # on copy"</b>	
5. This Financing Statement covers the following types (or items) of property: <b>1981 Champion, , Serial # F2311124175 14 X 56, 2 BR To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract. Products of the Collateral are also covered.</b>		6. Assignee(s) of Secured Party and Address(es) <b>Green Tree Acceptance, Inc. 6506 Loisdale Road #304 Springfield, VA 22150</b>	
8. Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to: <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on: *(Describe Real Estate in Item 8.)	
9. Name of a Record Owner			
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
By <b>STEPHEN W SCHWALENBERG</b> S.S. # 215-84-0677 <i>Stephen W Schwalenberg</i> Signature(s) of Debtor(s)		By <b>Green Tree Acceptance, Inc.</b> <i>Andrea Sunch</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
By <b>JAMES W SCHWALENBERG</b> S.S. # 578-42-9354 <i>James W Schwalenberg</i> Signature(s) of Debtor(s)			

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

RECEIVED FOR RECORD  
MERCANTILE COURT, A.A. COUNTY  
1985 APR 29 PM 4:00  
E. AUBREY COLLISON  
CLERK



Mailed to **Assignee**  
~~Secured Party~~

STATE OF MARYLAND

256539

LIBER - 485 PAGE 32

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Columbus Company  
Address P.O.Box J Odenton, Maryland 21113

2. SECURED PARTY

Name L.B. Smith, Inc.  
Address P.O.Box 8658 Dorsey Rd & Balto/Wash. Exp. Baltimore, Maryland 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Terex 33-07, S/N ~~61977~~ 66977

Secured not subject to recordation tax.

To record a lease only with the title to be retained L.B. Smith, Inc.

CIR CLERK  
1965 APR 29 PM 4:00  
E. AUBREY COLLISON  
CLERK  
RECEIVED FOR RECORDS  
MORTGAGE COURT, BALTO. COUNTY

RECORD FEE 11.00  
POSTAGE 50  
BALANCE 1237 442 75.00  
APR 29 1965

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Twight C. Wilson*  
(Signature of Debtor)

The Columbus Company  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

*[Signature]*  
(Signature of Secured Party)

L.B. Smith, Inc. Business Manager  
Type or Print Above Signature on Above Line

11.50

STATE OF MARYLAND  
LIBER - 485 PAGE  
FINANCING STATEMENT FORM UCF-1

33

256510<sup>aa</sup>

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Restaurant & Supply Equip. Inc  
Address 1900 Forest Drive Annapolis, Md 21401

2. SECURED PARTY

Name First Eastern Leasing Corp.  
Address 30 E. Padonia Road  
Timonium, Md. 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Casio Model 4830 ER # 6201123

RECORDED FEE 11.00  
POSTAGE .50  
#10783 0345 R01 T15:34  
APR 29 85

5. AUBREY COLLISON  
CLERK

1985 APR 29 PM 4:03

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY

CR  
CLERK

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

X Charles  
(Signature of Debtor)

X CHUCK DAVIS, Owner  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E. Neutze  
(Signature of Secured Party)

Louise E. Neutze, Vice Pres.

Type or Print Above Signature on Above Line

11.00  
5/0

a.a.  
11-

FINANCING STATEMENT FORM UCC-1

Identifying File No. 255511

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Canterbury of New Zealand  
Address 326 1st Street, Suite 103 - P.O. Box 5011, Annapolis, MD 21403

2. SECURED PARTY

Name First Eastern Leasing Corp.  
Address 30 E. Padonia Road  
Timonium, Md. 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1- Gestnetner Photocopier Serial No. 65J8274 Model 2110

RECORDED FEE 11.00  
MAY 27 1985

1985 APR 29 PM 4:03  
E. AUGHEY COLLISON  
CLERK

RECEIVED FOR RECORD  
MAY 27 1985

CR  
CLERK

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

[Signature]  
(Signature of Debtor)

Harvey G. Pae, Owner  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Louise E. Neutze, Vice Pres.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

11.00  
50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) JACK GRAY TRANSPORT, INC. 4600 E. 15th Avenue Gary, IN 46403	2. Secured Party(ies) and address(es) FIRST EASTERN LEASING CORPORATION 30 E. Padonia Road Timonium, MD 21093	For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>01076-0345-401</u> Filed with <u>Anne Arundel County</u> Date Filed <u>January 18,</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. <u>DELETE: Qwip 2210 S/N 4100256</u>		
<u>ADD: Qwip 1200 S/N G55477</u>		
No. of additional Sheets presented:		
By: <u>Michael Symon</u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). (1) Filing Officer Copy - Alphabetical	JACK TRANSPORT, INC.	FIRST EASTERN LEASING CORP.
		By: <u>Louise Guelz</u> Signature(s) of Secured Party(ies)

RECORD FEE 10.00  
#1076-0345-401  
MAR 29 1985

Mailed to Secured Party  
CR  
CLERK

RECEIVED FOR RECORD  
CLERK COURT, ANNE ARUNDEL COUNTY  
1985 APR 29 PM 4:03  
E. AUGREY COLLISON  
CLERK

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

<b>1 Debtor(s) (Last Name First) and address(es)</b> Reliable Contracting Co Inc 1 Church View Road Millersville MD	<b>2 Secured Party(les) and address(es)</b> Chandler Leasing Corporation 105 W. Adams St Chicago, IL 60603	<b>For Filing Officer (Date, Time, Number, and Filing Office)</b>
--	---	---

4 This statement refers to original Financing Statement No. 234316 Dated 9/11/80, 19  
 Date filed: \_\_\_\_\_, 19 \_\_\_\_\_ Filed with Anne Arundell cty MD

5  **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
 6  **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
 7  **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
 8  **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.  
 9  **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

R/N 001900

RECEIVED  
 1985 APR 29 PM 4:03  
 CLERK  
 LISON

RECORD FEE 11:00  
 POSTAGE .50  
 #10787 C345 RM T15-367  
 APR 29 85

..... Signature of Debtor if an Amendment  
 Dated: ....., 19.....

Chandler Leasing Corporation  
 By: Mimi Drizany  
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL UCC-3 MODERN LAW FORMS CHICAGO  
(312) 640-1688



Mailed to Secured Party



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242776

RECORDED IN LIBER 450 FOLIO 264 ON 6/1/82 (DATE)  
Anne Arundel County Clerk, MD

1. DEBTOR

Name Registrar Data Group, Inc.  
Address 1230 Crofton Blvd., Crofton, MD 21114

2. SECURED PARTY

Name TriContinental Leasing Corp.  
Address P.O. Box 907, 95 North Route 17 South, Paramus, NJ 07653

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECEIVED BY CLERK  
ANNE ARUNDEL COUNTY

1985 APR 29 PM 4:03

E. AUBREY COLLISON  
CLERK

RECORD FEE 10.00  
POSTAGE .50  
#10789 C45 R01 T15146  
APR 29 85

Mailed to Secured Party

Equipment & Equipment location: As per original filing Lease #12422 (151)  
Assignee: Investors Savings & Loan Association, 249 Millburn Avenue. Millburn, NJ 07041

Dated \_\_\_\_\_

*[Signature]*  
(Signature of Secured Party)  
TriContinental Leasing Corp.  
Type or Print Above Name on Above Line

10.50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  CARTELCO 2083 West Street, Suite 5A Annapolis, Maryland 21401	2. Secured Party(ies) and address(es)  Bell Atlantic Leasing Company 95 North Rt. 17 South PO Box 907 Paramus, NJ 07653	For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

4. This financing statement covers the following types (or items) of property:  
  
All inventory of mobile telephones, now or hereafter owned, which are the subject of an Agency and Consignment agreement dated 1-22-85, and all replacements thereto and proceeds thereof including insurance proceeds.

5. Assignee(s) of Secured Party and Address(es)  
POSTAGE .50  
#10790 0345 PM 115:47  
APR 29 85

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County, Maryland

By: <u>[Signature]</u> (PA) Signature of Debtor(s)	By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
---	--

11.00  
Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD  
CIRCUIT COURT, ANN. COUNTY  
1985 APR 29 PM 4:03  
E. AUBREY COLLISON  
CLERK



Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay Press, Inc.

Address 8201 Ritchie Highway, Pasadena, Maryland 21122

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00  
POSTAGE .50  
#10322 0040 RM T02#48  
APR 30 1985

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bay Press, Inc.  
Martin Garman, V.P.  
(Signature of Debtor)

Martin Garman, V.P.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation  
Larry F. Kimmel  
(Signature of Secured Party)

Larry F. Kimmel, Assistant Sec.  
Type or Print Above Signature on Above Line

17.50



Mailed to Secured Party

RECEIVED FOR RECORD  
FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 APR 30 AM 9:10

E. AUBREY COLLISON  
CLERK

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTEL **485** PAGE **41**

THIS MORTGAGE made the 16TH day of APRIL 1985 by and between

Bay Press, Inc., having their principal place of business at 8201 Ritchie Highway, Pasadena, Maryland 21122

"Mortgagor", and Credit Alliance Corporation "Mortgagee".

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee shall demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid Balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Bay Press, Inc. (Seal)

Mortgagor

Allan Baumann Secretary Financial Manager

By Martin Garman, VP (Title)

STATE OF Maryland COUNTY OF Anne Arundel

SS

Martin Garman, being duly sworn, deposes and says

- 1. He is the Vice President of Bay Press, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this day of 19 NOTARY PUBLIC

STATE OF COUNTY OF I, a Notary Public duly qualified in and for said County and State, do hereby certify that on this day of 19 in (Place) in said County before me personally appeared to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.
(For Partnership) and known as and to be a member of the partnership of and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.
(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the Vice President of Bay Press, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written (Notarial Seal) NOTARY PUBLIC

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated 4/16 19 85 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Harris 1 color Offset Press, 17½ x 22½ LXD, Dahlgren Dampening Oxidry Spray System  The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.		2070

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Bay Press, Inc.

By: Walter Jones, VP

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 08714 ,C345 R01  
RECORDED IN LIBER 484 FOLIO 3 ON April 11, 1985 (DATE)

1. DEBTOR  
Wm. R. and Karen L. Eyring, DBA  
Name Eyring Performance Center  
Address 7715 Baltimore/Annapolis Blvd., Glen Burnie MD 21061

2. SECURED PARTY

Name Peterson Machine Tool, Inc.  
Address P. O. Box 278; Shawnee Mission KS 66201

RECORD FEE 10.00  
POSTAGE .50  
#10823 D40 R01 T02449  
APR 30 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Amendment

Assignee on original filing is incorrect. It should be:  
C I T Corporation  
P. O. Box 26005  
Overland Park KS 66225

Dated April 16, 1985

Dee Heim  
(Signature of Secured Party)

Dee Heim  
Type or Print Above Name on Above Line

10.00  
5

RECEIVED FOR RECORD  
CIRCUIT COURT, S.A. COUNTY

1985 APR 30 AM 9:10

E. AUBREY COLLISON  
CLERK

M.J.  
CLERK

Mailed to Secured Party

756510

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
Hawthorne Capital Corporation  
31555 West 14 Mile Road  
Farmington Hills, MI 48018

2. Secured Party(ies) and address(es)  
FNS Corporate Funding, Inc.  
100 Tiburon Boulevard  
Mill Valley, CA 94104

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#10824 0040 AM 108:51  
APR 30 1985

4. This financing statement covers the following types (or items) of property:  
Purchase money security interest in the electronic data processing equipment described on the Third Madison Trust schedules annexed hereto, in all substitution and replacements therefor, in all ~~XXXXXXXXXXXXXXXXXXXX~~ additions or improvements thereto, in all leases and agreements pertaining thereto, including the equipment under lease to Giant Food, Inc., schedule Ref. 80219 to Master Lease Agreement dated April 27, 1983, which equipment is located at 6300 Sheriff Road, Landover, Maryland 20785.

5. Assignee(s) of Secured Party and Address(es)

\*  
07F236-11

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:  
Anne Arundel Cty.,  
Maryland

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 1

Hawthorne Capital Corporation

FNS Corporate Funding, Inc.

By: [Signature]  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Nationwide  
PO Box 679  
Albany, NY  
12201



ANNEXED TO RECORD  
ANNE ARUNDEL COUNTY

1985 APR 30 AM 9:10

AGENCY COLLISION  
CLERK

Giant Food

SCHEDULE LIDER - 485 PAGE 46

1. Equipment Description: See attached Equipment Schedule

Equipment Location: See attached Equipment Schedule

2. Equipment Lease

Initial User Lease: That certain lease agreement between CIS Leasing Corp., as lessor, and Giant Food, Inc., as lessee, dated April 27, 1983 (Equipment Schedule Ref. 80219).

EQUIPMENT SCHEDULE

<u>Quantity</u>	<u>Type</u>	<u>Model/ Feature</u>	<u>Serial No.(s)</u>	<u>Description</u>
2	3880	003		Storage Control
2	3880	8170		2 Channel Switch
2	3880	8171		2 Channel Switch Add'l
2	3380	AA4	30704;	DASD
1	3380	B04	30436	
2	4248	001	69767	DASD
3	3274	41D		Printer Controller Unit

Equipment Location: 6300 Sheriff Road  
Landover, Maryland 20785

Mailed to: Nationwide

FINANCING STATEMENT FORM LIBER - 485 PAGE 47 Identifying file No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Sports Medicine Inc. Address 22 Truckhouse Road, Severna Park, MD 21146

2. SECURED PARTY

Name Macrolease International Corporation Address 50 Jericho Tpke., Jericho, NY 11753

RECORD FEE 11.00 POSTAGE .50 W10025 0040 R01 T08:52 APR 30 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) One (1) Upper Body Ergometer S/N:UBE5020392; One (1) Cybex II+ w/UBXT & CDRC S/N:C5012121; U5022064; CDRC5020903; One (1) Fitron Cycle Ergometer S/N:F5024752; One (1) Eagle Leg Extension and leg flexion; One (1) Johnson Anti-Shear accessory; One (1) Pro-file; One (1) Eagle Range Limiting Device plus all parts, attachments and accessories thereto.

Assigned To: Bankers Trust; 1775 Broadway, New York, NY 10019

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)

CHESAPEAKE SPORTS MEDICINE INC. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

MACROLEASE INTERNATIONAL CORPORATION Type or Print Above Signature on Above Line

1985 APR 30 AM 9:11 E. AUBREY COLLISON CLERK

RECEIVED FOR RECORD CIRCUIT COURT, A.A. COUNTY

11-5-0

256551

(xx) Not Subject to Recordation Tax  
( ) Recordation Tax of \$\_\_\_\_\_ on  
Principal Amount of \$\_\_\_\_\_ is  
enclosed/has been paid (strike  
inapplicable phrase).

For Filing Officer  
File No.: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Analytics Incorporated  
2500 Maryland Road, Willow Grove, PA 19090  
(Name or Names)  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)  
of LESSOR Baltimore Federal Financial, F.S.A.  
P. O. Box 116 Baltimore, Maryland 21203  
(Name or Names)  
(Address)

4. This financing Statement covers the following types (or items) of property:

One - C1000B C5012V ONYX Computer System S/N 16931  
Three - P81140T-80 Terminals/Keyboard S/N's 1823, 2256, 1101, 1813  
One - S1077 UNIX Documentation  
Equipment Location - 939 Elkridge Landing Rd. Suite 155  
Linthicum, Maryland 21090

RECEIVED IN RECORDS  
CLERK  
1985 APR 30 AM 9:11  
E. AUBREY COLLISON  
CLERK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Analytics Incorporated  
By: X Edward R. Ferraro V.P.  
Corporate Vice-President (Title)  
Edward R. Ferraro  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Gordon T. Hill President  
(Title)  
Gordon T. Hill  
(Type or print name of person signing)  
Return to: Baltimore Federal Financial, F.S.A.  
P. O. Box 116  
Baltimore, MD 21203  
Mailed to: Attn: Jack Stamerro

11-500

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Diamond Container General Inc.\*  
First Avenue  
Royesford, Pennsylvania 19468  
\*(successor by merger to  
Container General Corporation)

2 Secured Party(ies) and address(es)

Citicorp Industrial Credit,  
Inc.  
200 South Wacker Drive  
Chicago, Illinois 60606

For Filing Officer  
(Date, Time, Number, and Filing Office)

RECORD FEE 13.00  
POSTAGE .50  
#10832 0040 001 T08:58  
APR 30 1985

4 This financing statement covers the following types (or items) of property:

All of Debtor's now owned and existing and hereafter acquired accounts, inventory, machinery, equipment, fixtures, general intangibles, chattel paper, instruments and documents wheresoever located as more particularly described on Exhibit A attached hereto.

Not Subject to Maryland Recordation Tax

5 ASSIGNEE OF SECURED PARTY

6 Complete only when filing with Judge of Probate:

The initial indebtedness secured by the financing statement is \$

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional sheets presented: 1

Filed with: Clerk of Circuit Court of Anne Arundel County, Maryland

By: *13.00*  
*13.50* Signature(s) of Debtor(s)

CITICORP INDUSTRIAL CREDIT, INC.  
Secured Party's signature in lieu of  
Debtor's signature pursuant to UCC Section

By: *[Signature]* 9-402(2)(d)  
Signature of Secured Party

(STANDARD)

(1) FILING OFFICER COPY - ALPHABETICAL

*Illinois Code Co.*  
*P.O. Box 2969*  
*Springfield, IL*  
*62708*



RECEIVED FOR RECORD  
CLERK OF CIRCUIT COURT

1985 APR 30 AM 9:11

E. AUBREY COLLISON  
CLERK

Exhibit A  
to  
Financing Statement

Debtor:

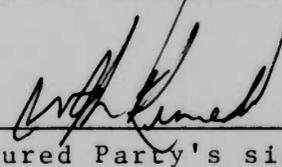
Diamond Container General Inc.\*  
First Avenue  
Royesford, Pennsylvania 19468  
\*(successor by merger to  
Container General Corporation)

Secured Party:

Citicorp Industrial Credit, Inc.  
200 South Wacker Drive  
Chicago, Illinois 60606

All of the following property, or interests in property, of Debtor, whether now owned or existing and hereafter acquired or arising and wheresoever located: accounts, inventory, goods, furniture, machinery, equipment, fixtures, general intangibles (including, without limitation, goodwill, inventions, designs, patents, patent applications, trademarks, trademark application, trade names, licenses, leasehold interests in real and personal property, franchises, tax refund claims, and guarantee claims, security interests or other security held by or granted to Debtor to secure payment of Debtor's accounts), tax refunds, chattel paper, contract rights, instruments, documents, notes, returned and repossessed goods and all other personal property or interests in personal property; together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, proceeds of insurance policies insuring any of the foregoing), all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing, and all insurance policies insuring any of the foregoing.

CITICORP INDUSTRIAL CREDIT, INC.

BY: 

Secured Party's signature in lieu  
of Debtor's signature pursuant  
to UCC Section 9-402(2)(d)

Mailed to Secured Party

256553

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated April 19, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Paving Company, Inc

Address P.O. Box 1073 Crownsville, Md. 21054

2. SECURED PARTY

Name Washington Freightliner, Inc

Address 4100 41st Street Brentwood, Maryland 20722

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1983 Freightliner FLC12064S Serial# 1FVXYDY90FH259865  
1985 R/S 15' Aluminum Dump Body Serial# 85168

RECORD FEE 17.00  
POSTAGE 50  
#10833 0040 001 TOB #568  
APR 30 1985

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Cunningham Paving Company, Inc

Type or Print Above Name on Above Line

James Cunningham, Jr.  
(Signature of Debtor)

James Cunningham, Jr., President

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Washington Freightliner, Inc,

Type or Print Above Signature on Above Line

William Fenwick, President

Credit Alliance  
→ PO Box 1680  
500 DIGIULIAN Blvd  
Glen Burnie, MD  
21061

17.00  
50



RECEIVED FOR RECORD  
CIRCUIT COURT, A. A. COUNTY

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 APR 30 AM 9:11

E. AUBREY COLLISON  
CLERK

LIDER - 485 PAGE

52  
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 19, 1985,

between Washington Freightliner, Inc, as Seller/Lessor/Mortgagee

and Cunningham Paving Company, Inc. P.O. Box 1073 Crownsville, Md. 21054  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 107,472.00 19 day of April, 19 85

IN WITNESS WHEREOF, we have hereunto set our hand and seal this

Washington Freightliner, Inc (SEAL)  
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc (Seller) FROM: Cunningham Paving Company, Inc (Buyer)
4100 41st Street, Brentwood, Md. 20722 P.O. Box 1073 Crownsville, Md. 21054

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

1985 Freightliner FLC12064S
Serial# 1FVXYDY94PH259865
1985 R/S 15' Aluminum DumpBody
Serial#85168

(1) TIME SALES PRICE \$ 115,940.90
(2) Less DOWN PAYMENT IN CASH \$ 8,468.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$
(4) CONTRACT PRICE (Time Balance) \$ 107,472.90

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: P.O. Box 1073 Crownsville, Md. 21054

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of

See schedule "A" attached hereto and becoming part of CSC\*\*\*\*\* Dollars (\$ \*\*\*\*\*)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 3rd day of June, 19 85, and continuing on the same date each month thereafter until paid; the first \* installments each being in the amount of \$ \* and the final installment being in the amount of \$ \*

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: April 19 19 85

Accepted Washington Freightliner, Inc (SEAL) (Print Name of Seller Here)

Cunningham Paving Company, Inc (SEAL) (Print Name of Buyer-Maker Here)

By: [Signature]

By: [Signature] Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

2

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(Guarantor-Endorser) (L.S.) \_\_\_\_\_(Guarantor-Endorser) (L.S.)
\_\_\_\_\_(Guarantor-Endorser) (L.S.) \_\_\_\_\_(Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller
By: \_\_\_\_\_ (Signature, Title of Officer, "Partner" or "Proprietor")

Mailed to: Credit Alliance

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 4-17-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles S. Hill  
Address 7202 Ridge Rd. Hanover, Md. 21076

2. SECURED PARTY

Name N. J. Richardson Sons, Inc. / Assignee: Kubota Credit Corp., USA  
Address 6400 Windsor Mill Rd. / 4444 Shackleford Rd.  
Baltimore, MD 21207 / Norcross, GA 30093  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 Kubota L235T TRACTOR SERIAL # 12712
- 1 Woods RM59 MOWER SERIAL # 63123
- 1 King KKPL14 PLOW NSN

RECORD FEE 11.00  
POSTAGE .50  
#10834 C040 R01 T09#03  
APR 30 85

CLERK  
CR

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

54900-834432

mailed to Assignee

Charles S Hill  
(Signature of Debtor)

Charles S Hill  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Deborah Sparks  
(Signature of Secured Party)

Deborah Sparks  
Type or Print Above Signature on Above Line

1985 APR 30 AM 9:11  
E. AUBREY COLLISON  
CLERK

RECEIVED FOR RECORD  
CLERK COURT, BAL. COUNTY

11.00  
50

STATE OF MARYLAND  
**FINANCING STATEMENT** LIBER - 485 PAGE  
FORM UCC-1

56 256551  
 Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 4-17-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H. RICHARD & ELIZABETH M. ADAMS  
 Address P.O. BOX 39 CHURCHTON, MD 20733

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.  
 Address 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772

Assignee of Secured Party: Kubota Credit Corp USA 444 Shackleford Rd Newnan Ga. 30093  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
 4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA G4200H TRACTOR, SER.#11385.
- 1 NEW KUBOTA RC44 MOWER, SER.#15512.
- 1 NEW ~~3~~ 460 TRAC VAC VACUUM.

RECORD FEE 12.00  
 APR 30 85

1985 APR 30 AM 9:11  
 RECEIVED FOR RECORD  
 CLERK COLLISON

29820-834329  
 CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00  
 POSTAGE .50  
 #10836 C040 R01 T09#07  
 APR 30 85

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

H. Richard Adams  
 (Signature of Debtor)

H. RICHARD ADAMS  
 Type or Print Above Name on Above Line

Elizabeth M. Adams  
 (Signature of Debtor)

ELIZABETH M. ADAMS  
 Type or Print Above Signature on Above Line

Larry E. Groff  
 (Signature of Secured Party)  
 GATEWAY FORD TRACTOR, INC.  
 LARRY E. GROFF, PRESIDENT  
 Type or Print Above Signature on Above Line

12.50

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

4/12 ..... 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 223652 ..... in Office of ~~W. Garrison~~ ~~Best Finance~~ A.A. MD  
(Filing Officer) (County and State)  
Liber 399 page 424

Debtor or Debtors (name and Address):  
Edward + Jeanette Blackstone Jr  
Box 221 Manhattan Beach Rd Severn Park  
MD 21146

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

RECORD FEE 10.00  
POSTAGE 1.50  
#10843 0040 001 709 #22  
APR 30 85

..... Harold Finance Corp  
Secured Party

By ..... M.D. Handley  
Its Branch Office Manager

Mailed to Secured Party

Form 91 MD (3-79)

10.50

RECEIVED FOR RECORD  
REGISTERED IN ALBANY COUNTY  
M.J. CLERK  
1985 APR 30 AM 9:58  
E. AUSTIN COLLISON  
CLERK

256556

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Bussey & Loving, Inc. - Raymond W. Bussey, President  
(Name or Names—Last Name First)  
1064 Loving Road, Severn, Maryland 21144  
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

1966 Backhoe Serial No. 7030906

#10844 0040 R01 T09#23  
APR 30 85

- 4. Proceeds of collateral are covered hereunder: YES  NO
- 5. Products of collateral are covered hereunder: YES  NO
- 6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$18,000.00

RECEIVED FOR RECORD  
CLERK OF COURT, ANNE ARUNDEL COUNTY

1985 APR 30 AM 9:58  
AUBREY COLLISON  
CLERK

8. Filed with: Clerk of The Circuit Court for Anne Arundel County

RECORD FEE 13.00  
POSTAGE .50

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

#10845 0040 R01 T09#26

Dated this 6th day of April, 1985

APR 30 85

DEBTOR:

SECURED PARTY:

Bussey & Loving, Inc  
By: Raymond W. Bussey (PRES)  
(Title)  
✓ Louis B. Bussey (Sec.)  
V.P.

THE BANK OF GLEN BURNIE  
By: Patricia A. Turner, Mgr  
(Title)  
Severn Manager

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

13.50

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 4/18/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ANNAPOLIS CHAMBER OF COMMERCE  
Address 152 MAIN STREET, ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name Business Leasing Assoc. Inc. 1520 King St, Alexa, Va 22314

ASSIGNED TO: Address Bank of Alexandria, 1717 King St, Alexandria, Va 22314

MAIL TO: Business Leasing Associates, Inc. 1520 King St, Alexandria, Va 22314  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/18/90

4. This financing statement covers the following types (or items) of property: (list)

- 1 IBM PC XT SN# 562348
- 1 MONOCHROME MONITOR SN# 047768
- H.P. Lazar Jet Printer SN# 2424J3
- Software

RECORD FEE 11.00  
POSTAGE .50  
#10846 C040 R01 T09:32  
APR 30 85



1985 APR 30 AM 9:58  
E. ASHLEY COLLISON  
CLERK

CHECK  THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Lawrence Tiberia  
(Signature of Debtor)

Lawrence Tiberia  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles A. Murray  
(Signature of Secured Party)

Charles A. Murray  
Type or Print Above Name on Above Line

11.00  
50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 4/12/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ST. MARGARETS CHURCH  
Address 1601 Pleasant Plains Rd. Annapolis, Md. 21401

2. SECURED PARTY

Name Charles A. Murray ITF Olivencia  
Address 10014 N. Dale Mabry, Suite 101, Tampa, Fl 33618

MAIL TO: Business Leasing Assoc, 1520 King St, Alex, Va 22314  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/12/88

4. This financing statement covers the following types (or items) of property: (list)

1 TELEPHONE SYSTEM

1985 APR 30 AM 9:58  
E. ANSBREY COLLISON  
CLERK

CR  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
#10847 C345 R01 T09:33  
APR 30 85

CHECK  THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

*Forrest L. Farris*  
(Signature of Debtor)

Rev. Forrest L. Farris  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Charles A. Murray*  
(Signature of Secured Party)

Charles A. Murray  
Type or Print Above Name on Above Line

11.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

256559

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated 3-27-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Melville Spindle

Address Farmers Bank Bldg, Chinguapin Round Rd, Annapolis, Md. 21401

2. SECURED PARTY

Name Charles A. Murray ITF Thomas Oristian

Address 10014 N. Dale Mabry, Suite 101, Tampa, Fl 33618

MAIL TO: Business Leasing Assoc, Inc. 1520 King St, Alexandria, Va 22314

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/11/87 24 MONTHS AFTER 1ST PAYMENT. CURRENTLY 21 PAYMENTS REMAINING

4. This financing statement covers the following types (or items) of property: (list)

- 1 TELEPHONE SYSTEM including:
  - 2 Cohort Telephones 10491
  - 1 Key Service Unit 10492
  - 1 Power Supply 10493
  - 1 Power Supply Card 69082
  - 1 CPU card 69078
  - 1 C.O. Card 69076
  - 1 Subset Line Card 69077

RECORD FEE 11.00  
POSTAGE .50  
#10848 C345 R01 T09#3-4  
APR 30 1985



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Mailed to Secured Party

Melville Spindle 3/21/85  
(Signature of Debtor)

Melville Spindle  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles A. Murray  
(Signature of Secured Party)

Charles A. Murray  
Type or Print Above Name on Above Line

11.50

RECEIVED IN RECORDS  
SARATOGA COUNTY  
1985 APR 30 AM 9:58  
E. AUBREY COLLISON  
CLERK

LIBER - 485 PAGE 62

256560

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) GARY A. BLEEKER AND PATRICIA M. BLEEKER 8315 BRIGHTVIEW CT. MILLERSVILLE, MD. 21108	2. Secured Party(ies) and address(es) GOLD SEAL BUILDING & SUPPLY 414 S. CRAIN HWY. GLEN BURNIE, MD 21061	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 POSTAGE .50 MAY 01 1985 10:45 5. Assignee(s) of Secured Party and Address(es) Manufacturers Hanover Financial Services of Md., Inc. 6001 Montrose Rd., #702 Rockville, Md. 20852
4. This financing statement covers the following types (or items) of property:  DELUX REGAL CROWN SWIMMING POOL 30½ X 26½  NOT SUBJECT TO RECORDATION TAX		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented.		
Filed with: ANNE ARUNDEL COUNTY		
12.50 x <u>Gary A. Bleeker</u> GARY A. BLEEKER By: x <u>Patricia M. Bleeker</u> PATRICIA M. BLEEKER (Signature(s) of Debtor(s))	GOLD SEAL BUILDING & SUPPLY By: <u>Bradley C. Balmanner</u> BRADLEY C. BALMANNER (Signature(s) of Secured Party(ies))	
(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.		



Mailed to Secured Party 2-03 SC

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1985 APR 30 AM 9:59  
E. AUBREY COLLISON  
CLERK

LIBER - 485 PAGE 63 256501

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)

The Columbus Company  
300 11th Street, P.O. Box 1828  
Columbus, Georgia 31902

2 Secured Party(ies) and Address(es)

Stith Equipment Company  
5732 Morrow Road  
Forest Park, Georgia 30050

3 Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:  
(1) One Komatsu Model D85E-18 Crawler Tractor S/N 30287, equipped with ROPS Canopy, Straight Tilt Dozer, Pusher Plate, Front Pull Hook, and 3 Speed Powershift Transmission, together with all present and future attachments accessories, replacement parts, repairs, additions, and all proceeds thereof.

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corporation  
2971 Flowers Rd. S. St. 291  
Atlanta, Georgia 30341

RECORD FEE 11.00  
POSTAGE .50  
REGISTER 0715 041 108149  
APR 30 1985

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: Anne Arundel Co., Maryland

The Columbus Company

Stith Equipment Company

By: [Signature]  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev. 12-80



Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 APR 30 AM 9:59

E. AUBREY COLLISON  
CLERK

MARYLAND FINANCING STATEMENT  
LIBER - 485 PAGE 64

Not Subject to Recordation Tax  
 Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer  
File No.: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing: \_\_\_\_\_

256562

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: HEUBLEINE WINE INC  
(Name or Names)  
500 DIGULIAN BLYD GLEN BURNIE  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2 SECURED PARTY: \_\_\_\_\_  
HARBOR LEASING ASSOC.  
701 Cathedral Street  
Baltimore, Maryland 21201  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

4 This Financing Statement covers the following types (or items) of property:

SAW 5040 JOBIN-ADF  
+ Copier Console.

RECEIVED FOR RECORD  
NOTARY PUBLIC  
CLERK  
1985 APR 30 AM 10:21  
E. AUBREY COLLISON  
CLERK



RECORD FEE 12.00  
POSTAGE .50

888518 0237 R02 T09:51  
APR 30 85

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes  No   
Products of Collateral are also covered: Yes  No

HARBOR LEASING ASSOC.  
701 Cathedral Street  
Baltimore, Maryland 21201

DEBTOR(S):  
By: X Carl Salold Salesman  
CARL SALOLD (Title)  
(Type or print name of person signing)

SECURED PARTY:  
By: Harbor Leasing Assoc  
MARK CAPLAN  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Type or print name of person signing)

HARBOR LEASING ASSOC.  
701 Cathedral Street  
Baltimore, Maryland 21201

Return To: \_\_\_\_\_

Mailed to Secured Party

17.50

MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax  
 Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer  
File No.: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing: \_\_\_\_\_

256563  
65

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

LIBER - 485 PAGE

1 DEBTOR: SHIMER T CHANEY + WISNIEWSKI  
(Name or Names)  
1517 RITCHIE HIGHWAY - ARNOID MD 21012  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)

2 SECURED PARTY: HARBOR LEASING ASSOC  
701 Cathedral Street  
Baltimore, Maryland 21201  
(Address)

3 ASSIGNEE (if any)  
of SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

4 This Financing Statement covers the following types (or items) of property:

(1) SAVIN COPIER  
# 5015 RE

RECEIVED FOR RECORD  
BALTIMORE COUNTY  
1985 APR 30 AM 10:21  
AUBREY COLLISON  
CLERK

CR  
CLERK

RECORDING FEE: \$2.00  
POSTAGE .50  
R38519 C237 R02 109:51  
APR 30 85

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes  No   
Products of Collateral are also covered: Yes  No

DEBTOR(S):  
By: [Signature] Vice President  
JOHN WISNIEWSKI  
(Type or print name of person signing)

SECURED PARTY:  
By: [Signature]  
(Type or print name of person signing)

HARBOR LEASING ASSOC.  
701 Cathedral Street  
Baltimore, Maryland 21201

By: \_\_\_\_\_  
(Type or print name of person signing)

HARBOR LEASING ASSOC.  
701 Cathedral Street  
Baltimore, Maryland 21201

Return To: \_\_\_\_\_

12.50







256566

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) <del>XXXX</del> Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es)		Secured Party Name and Address
Ray Donnell Joyce 8247 Mimico South Millersville, Maryland 21108		J. L. Gomer Equipment Co., Inc. 10705 Hull Street Road Midlothian, Virginia 23113
Assignee of Secured Party C.I.T. Corporation Box K-85 Richmond, Virginia 23288		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.		
One (1) 1970 Mack Model R685ST Tandem Dump Truck, I.D.# R685ST11831. One (1) 1970 Heil 15 ft. Dump Body, S/N 34-608.		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Ray Donnell Joyce</u>		Secured Party <u>J. L. Gomer Equipment Co., Inc.</u>
By <u>Ray Donnell Joyce</u> Title _____ <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		By <u>[Signature]</u>
Type or print name(s) of person(s) signing		Type or print name of person signing
5-SA-989D		

CLERK  
 1985 APR 30 AM 10:22  
 E. AUDREY COLLISON  
 CLERK

RECORD FEE 11.00  
 POSTAGE 50  
 800527 C237 R02 T10:11  
 APR 30 85

Mailed to Secured Party

11.50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p><del>XXXXXX</del> (Last Name First) and address(es)                  Lessee:                  Dr. Samuel Beitler                  7584 Ritchie Hwy.                  P.O. Box 35                  Glen Burnie, MD 21061</p>	<p>2. Secured Party(ies) and address(es)                  (Assignee of Secured Pty)                  Knoblauch Private Bank                  209 Lancaster Ave.                  Reading, PA 19611</p>	<p>3. Maturity date (if any):                  For Filing Officer (Date, Time and Filing Office)</p>
<p>4. This statement refers to original Financing Statement bearing File No. <u>Liber 447 - Page 293 - 241654 #06074</u>                  Filed with <u>Anne Arundel County</u> Date Filed <u>March 5</u> 19 <u>82</u></p>		
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.                  6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.                  7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.                  8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.                  9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p>		
<p>10. <i>Century Equip. Leasing Corp</i>  <i>709 W. Easton Rd.</i>  <i>Willow Grove, PA</i>  <i>19090</i></p>		
<p>No. of additional Sheets presented:</p>		
<p>Knoblauch Private Bank</p>		
<p>By: _____                  Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).</p>	<p>By: <i>Jasen Fedler</i>                  Signature(s) of Secured Party(ies)</p>	<p>RECORD FEE 10.00                  1985.30 0237 R02 110:17                  APR 30 85</p>
<p>(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3</p>		

RECEIVED FOR RECORD  
 ANNE ARUNDEL COUNTY  
 1985 APR 30 AM 10:22  
 E. AUBREY COLLISON  
 CLERK



Mailed to Secured Party

LIBER - 485 PAGE 70

256563

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Vizzini's

12A ~~Square Road~~ <sup>Name or Names</sup>  
Glen Burnie, Maryland 21061

Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

1 CTX 70 Conveyor oven

RECORD FEE 11.00  
POSTAGE .50  
#88532 0237 R02 110:13  
APR 30 85

Lessee: Vizzini's

Lessor:

John J. Vizzini PRES.  
(Signature of Lessee)

THE EQUIPMENT LEASING COMPANY

John J. Vizzini PRES.  
(Type or Print) (Include Title)

[Signature]  
(Signature of Lessor)

\_\_\_\_\_  
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:  
The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

Mailed to: \_\_\_\_\_

11.00  
05/11

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY

1985 APR 30 AM 10:22

E. AUBREY COLLISON  
CLERK



NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

**Sterin & Associates, Inc.**

1. Lessee

Name or Names  
**1623 Forest Drive, Suite  
302 Annapolis, Maryland**  
Address - Street No. City-County State Zip Code  
**21403**

2. Lessor

**The Equipment Leasing Company**  
**Ruxton Towers Box 307 Riderwood, Maryland 21139**

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

- 1 JVC ESP-7A 34" editing system S/N 16712357 S/N 16911537 S/N 750930182
- 1 Panasonic CT-1010 M 10 inch color monitor S/N KA4510749
- 3 Panasonic TR 930 9 inch B & W monitors S/N AD4031735 S/N AD4031755 S/N AD4031654
- 1 Winsted 98008 Rack Cabinet
- 4 Winstead 98247 Rack Panel
- 1 Comprehensive MMV-7 Audio Mixer
- 1 Trumpeter Patch Panel
- 1 Patch Panel Cabelling

RECORD FEE 11.00  
POSTAGE .50  
#83533 C237 R02 T10:19  
APR 30 85

Lessee: **Sterin & Associates, Inc.**

Lessor: **THE EQUIPMENT LEASING COMPANY**

*[Handwritten Signature]*  
(Signature of Lessee)

*[Handwritten Signature]*  
(Signature of Lessor)

**J. Charles Sterin CEO**  
(Type or Print) (Include Title)

**G. ARNOLD KAUFMAN, VICE PRESIDENT**  
(Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to: The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

~~Mailed to Secured Party~~

11.00  
50

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNAPOLIS COUNTY  
1985 APR 30 AM 10:22  
E. AUBREY COLLISON  
CLERK



Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

Anne Arundel County Land Records

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 254830 recorded in Liber 480, Folio 231 on December 5, 1984 (date).

1. DEBTOR(S):  
 Name(s): Sanchos, Inc.  
 Address(es): 302 Holland Road Chesapeake Square Shopping Center  
Severna Park, Maryland 21146 Gov. Ritchie Highway & Rt. 710  
Glen Burnie, Maryland 21061

2. SECURED PARTY:  
 Name: Equitable Bank National Association  
 Address: 100 South Charles Street  
Baltimore, Maryland 21201  
Attention Shirley Phipps  
 Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
 (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. In Section 7 add the following:  
 G. All Right, title and interest, now and hereafter existing, in and to the Class H Beer, Wine, Liquor, Music and Sunday license #1100 issued by the Anne Arundel Liquor Board with respect to the business premises at Chesapeake Square Shopping Center, Governor Ritchie Highway & Rt. 710, Glen Burnie, Maryland 21061; together with all extensions and renewals thereof, and all proceeds (both cash and non-cash) and products.

E. AUBREY COLLISON  
CLERK

1985 APR 30 AM 10:36

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
APR 30 1985

9. DEBTOR: Sanchos, Inc.  
 By: James Elling  
James Elling President  
 By: Christopher David Elling, Vice President

SECURED PARTY:  
 EQUITABLE BANK, National Association  
 By: Bonnie B. Edwards  
Bonnie B. Edwards, Assistant  
 (Type Name and Title)  
 Vice President

11.00  
11.50

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 5TH FL.  
BALTIMORE, MARYLAND 21201

Mailed to:

256704

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
MILLERSVILLE AUTO  
36 B ROUTE 3  
MILLERSVILLE, MD

21108

2. Secured Party(ies) and address(es)  
SAVIN CORPORATION  
9 WEST BROAD STREET  
STAMFORD, CT 06902

For Filing Officer (Date, Time, Number, and Filing Office):

COURT FEE 25.00  
POSTAGE COLLECT 1.8829

APR 30 85

4. This financing statement covers the following types (or items) of property:

This filing is for information only. The described property is subject to a lease agreement number 72380080

5. Assignee(s) of Secured Party and Address(es)

EQUILEASE CORPORATION  
750 THIRD AVENUE  
NEW YORK, NY 10017

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

MILLERSVILLE AUTO

SAVIN CORPORATION

By: \_\_\_\_\_  
Signature(s) of Debtor(s)

By: *M. J. Francis*  
Signature(s) of Secured Party(ies)

RECEIVED FOR RECORD  
BUREAU OF CHIEF CLERK  
1985 APR 30 AM 10:39  
E. AUBREY CULLISON  
CLERK



2500/50 (1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

**savin**

Savin Corporation

Valhalla, New York 10595  
914/769 9500  
Cable: Savintel, N.Y.  
Telex: 137 465

LESSOR

LESSEE Name: MILLERSVILLE AUTO SUPPLY Address: 36-B ROUTE 3 County: MILLERSVILLE State: MD. Zip Code: 21108

SUPPLIER of EQUIPMENT Name: SAVIN CORPORATION Address: 7130 RUTHERFORD RD. City: BALTIMORE State: MD. Zip Code: 21287

PERSON TO CONTACT: BOB BUCANNON TELEPHONE NO. 987-9300 SALESMAN: DICK SHELTON TELEPHONE NO. 265-1900

QUANTITY	ITEM	MODEL NO.	SERIAL NO.	PRICE
1	SAVIN	840	2710831372	\$

EQUIPMENT LOCATION, IF OTHER THAN ABOVE ADDRESS OF APPLICANT LESSEE

TOTAL COST TO LESSOR

NO OF MONTHS	NO OF RENTAL PAYMENTS	RENTAL PAYMENTS WILL BE MADE	RENTAL PAYMENT AMOUNT:	FIRST PAYMENT
		MON <input type="checkbox"/> QUAR <input type="checkbox"/>	36 Payments of \$ 87. <sup>00</sup> Plus Sales Tax \$ 4.45 Total \$ 93. <sup>45</sup>	Check For This Amount Must Accompany Lease Application. 186.90 1st <input checked="" type="checkbox"/> Mo. <input type="checkbox"/> Quar. and Last 1 <input checked="" type="checkbox"/> Mo. <input type="checkbox"/> Quar.

19-003

1 Lessor leases to Lessee and Lessee rents from Lessor the equipment listed above or, if separately scheduled, in the schedule hereto annexed, marked Schedule "A" and made a part hereof. Said equipment will be located at the above address and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first payment referred to above from Lessee. Any part of this payment not applied by Lessor as rental for the first month or quarter of the lease, shall be held as security for the performance of the terms of this lease. If Lessee is not in default hereunder, or under any other lease between the parties hereto, at the end of the term of this lease said security shall be refunded to the Lessee upon return of the leased equipment as provided in Paragraph 5 or, solely at the Lessor's option, applied toward the payment of rent due and to become due hereunder in the inverse order of their maturities. This lease shall commence on the date accepted by Lessor and Lessee shall make his next rental payment hereunder no later than 30 days (if rentals are payable monthly) or 90 days (if rentals are payable quarterly) from the commencement date, at the sole discretion of Lessor.

2. (A) LESSEE HAS SELECTED BOTH (1) THE EQUIPMENT AND (2) THE ABOVE SUPPLIER FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT. LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS."  
(B) IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST SUPPLIER AND SHALL, NEVERTHELESS, PAY LESSOR ALL RENT PAYABLE UNDER THIS LEASE. LESSEE HEREBY WAIVING ANY SUCH CLAIMS AS AGAINST LESSOR. LESSOR MAY INCLUDE, AS A CONDITION OF ITS PURCHASE ORDER, THAT SUPPLIER AGREE THAT ALL WARRANTIES, AGREEMENTS AND REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY SUPPLIER TO LESSEE OR LESSOR MAY BE ENFORCED BY LESSEE IN ITS OWN NAME. LESSOR HEREBY AGREES TO ASSIGN TO LESSEE, SOLELY FOR THE PURPOSE OF MAKING AND PROSECUTING ANY SAID CLAIM, ALL OF THE RIGHTS WHICH LESSOR HAS AGAINST SUPPLIER FOR BREACH OF WARRANTY OR OTHER REPRESENTATION RESPECTING THE EQUIPMENT. LESSOR SHALL HAVE NO RESPONSIBILITY FOR DELAY OR FAILURE TO FILL THE ORDER.  
(C) LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER, IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE.  
(D) LESSEE HEREBY ACKNOWLEDGES THAT HE HAS RECEIVED A COPY OF THIS LEASE.  
(E) LESSOR AGREES TO ORDER THE EQUIPMENT FROM SUPPLIER UPON THE TERMS AND CONDITIONS OF THE PURCHASE ORDER INITIALLY ATTACHED HERETO. LESSEE HEREBY AUTHORIZES LESSOR TO INSERT IN THIS LEASE THE SERIAL NUMBERS, AND OTHER IDENTIFICATION DATA, OF THE EQUIPMENT WHEN DETERMINED BY LESSOR.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT HE HAS READ.

THIS IS A NON-CANCELLABLE LEASE FOR THE TERM INDICATED ABOVE

ACCEPTED: 11/16, 19 82 DATE: 8-30, 19 82

SAVIN CORPORATION, Lessor

LESSEE

THE UNDERSIGNED AFFIRMS THAT HE IS A DULY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED LESSEE, AND HAS THE AUTHORITY TO EXECUTE THIS LEASE ON ITS BEHALF

By: [Signature] TITLE: [Signature]

By: [Signature] AUTHORIZED SIGNATURE

LESSEE'S SIGNATURE IN INK IS REQUIRED ON LEASE COPIES (Pages 2, 3, & 4)

0154592-1 4

TERMS AND CONDITIONS OF LEASE ON REVERSE SIDE HEREOF

LIBER 485 - 8311

1. This lease is made this 1st day of August 1978 between the undersigned Lessor and Lessee...

2. Lessor hereby agrees to lease and its assignee may within the same. All rights of Lessor hereunder shall be succeeded to by any assignee...

3. Lessee assumes the entire risk of loss or damage to the equipment, whether or not covered by insurance, and in such loss shall relieve Lessor of its obligations...

4. Lessee does hereby agree to indemnify and hold Lessor free and harmless against all claim, loss, liability and expense (including attorney's fees) resulting from...

5. Lessee agrees to use, operate and maintain said equipment in accordance with all laws to pay all licensing or registration fees for said equipment...

6. All advances made by Lessor to preserve said equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, assessments...

7. In the event Lessee shall default in the payment of any rent, additional rent, or any other sums due hereunder for a period of ten (10) days, or in the event of...

8. In the event payment is not made when due hereunder and remains unpaid for a period of 15 days, and Lessor has not exercised its rights pursuant to...

9. The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions...

10. If the equipment or the Lessee is located in the States of California, Florida or Texas this lease, at the option of Lessor, is performable and payable in the City...

GUARANTY

Undesignated guarantees performance of above lease by Lessee and payment of all sums due hereunder in event of default hereby waiving notice of any...

Signature of Lessee: [Handwritten Signature]

Mailed to: [Handwritten: Savan Corp.]

SAVIN 9/78

LEASE

258705

LIBER - 485 PAGE 76

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Browning Ferris Industries  
7890 Solley Road  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

Savin Corporation  
9 West Broad Street  
Stamford, CT 06902

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 25.00  
POSTAGE .50  
#800339 0055 402 110:28  
APR 30 85

4. This financing statement covers the following types (or items) of property:

This filing is for information only. The described property is subject to a lease agreement number 72380094

5. Assignee(s) of Secured Party and Address(es)

Equilease Corporation  
750 Third Avenue  
New York, NY 10017

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

Browning Ferris Industries

Savin Corporation

By:

*Marie Brasca*  
Signature(s) of Secured Party(ies)

Signature(s) of Debtor(s)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

RECEIVED  
CIRCUIT COURT  
1985 APR 30 AM 11:34  
AUGREY COLLISON  
CLERK

2500  
30

**savin**

Savin Corporation

Valhalla, New York 10595  
914/769 9500  
Cable: Savintel, N.Y.  
Telex: 137 465ORDER - 485 PAGE 77  
LESSOR

77

LESSEE		SUPPLIER of EQUIPMENT	
Name <u>BROWNING FERRIS INDUSTRIES</u>		Name <u>SAVIN CORPORATION</u>	
Address <u>7890 Solley Road</u> County <u>--</u>		Address <u>7130 Rutherford Road</u>	
City <u>Glen Burnie</u> State <u>Md.</u> Zip Code <u>21061</u>		City <u>Baltimore</u> State <u>Md.</u> Zip Code <u>21207</u>	
PERSON TO CONTACT <u>Jim Kissinger</u>	TELEPHONE NO. <u>255-6717</u>	SALESMAN <u>Blaise Wittman</u>	TELEPHONE NO. <u>265-1900</u>

QUANTITY	ITEM	MODEL NO.	SERIAL NO.	PRICE
1 ea	Savin 895 Reduction Copier		7920800512	\$

EQUIPMENT LOCATION, IF OTHER THAN ABOVE ADDRESS OF APPLICANT LESSEE

TOTAL COST TO LESSOR →

NO OF MONTHS	NO OF RENTAL PAYMENTS	RENTAL PAYMENTS WILL BE MADE	RENTAL PAYMENT AMOUNT	FIRST PAYMENT
48	48	MON <input checked="" type="checkbox"/> QUAR <input type="checkbox"/>	48 Payments of \$ <u>238.61</u> Plus Sales Tax \$ <u>11.93</u> Total \$ <u>250.54</u>	Check For This Amount Must Accompany Lease Application \$ <u>501.08</u> 1st <input type="checkbox"/> Mo. <input type="checkbox"/> Quar., and Last <input checked="" type="checkbox"/> Mo. <input type="checkbox"/> Quar.

19-003

1 Lessor leases to Lessee and Lessee rents from Lessor the equipment listed above or, if separately scheduled, in the schedule hereto annexed, marked Schedule "A" and made a part hereof. Said equipment will be located at the above address and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first payment referred to above from Lessee. Any part of this payment not applied by Lessor as rental for the first month or quarter of the lease, shall be held as security for the performance of the terms of this lease. If Lessee is not in default hereunder, or under any other lease between the parties hereto, at the end of the term of this lease said security shall be refunded to the Lessee upon return of the leased equipment as provided in Paragraph 5 or, solely at the Lessor's option, applied toward the payment of rent due and to become due hereunder in the inverse order of their maturities. This lease shall commence on the date accepted by Lessor and Lessee shall make his next rental payment hereunder no later than 30 days (if rentals are payable monthly) or 90 days (if rentals are payable quarterly) from the commencement date, at the sole discretion of Lessor.

2. (A) LESSEE HAS SELECTED BOTH (1) THE EQUIPMENT AND (2) THE ABOVE SUPPLIER FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT. LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS."

(B) IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST SUPPLIER AND SHALL, NEVERTHELESS, PAY LESSOR ALL RENT PAYABLE UNDER THIS LEASE. LESSEE HEREBY WAIVING ANY SUCH CLAIMS AS AGAINST LESSOR. LESSOR MAY INCLUDE, AS A CONDITION OF ITS PURCHASE ORDER, THAT SUPPLIER AGREE THAT ALL WARRANTIES, AGREEMENTS AND REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY SUPPLIER TO LESSEE OR LESSOR MAY BE ENFORCED BY LESSEE IN ITS OWN NAME. LESSOR HEREBY AGREES TO ASSIGN TO LESSEE, SOLELY FOR THE PURPOSE OF MAKING AND PROSECUTING ANY SAID CLAIM, ALL OF THE RIGHTS WHICH LESSOR HAS AGAINST SUPPLIER FOR BREACH OF WARRANTY OR OTHER REPRESENTATION RESPECTING THE EQUIPMENT. LESSOR SHALL HAVE NO RESPONSIBILITY FOR DELAY OR FAILURE TO FILL THE ORDER.

(C) LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER, IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE.

LESSEE HEREBY ACKNOWLEDGES THAT HE HAS RECEIVED A COPY OF THIS LEASE.  
LESSOR AGREES TO ORDER THE EQUIPMENT FROM SUPPLIER UPON THE TERMS AND CONDITIONS OF THE PURCHASE ORDER INITIALLY ATTACHED HERETO. LESSEE HEREBY AUTHORIZES LESSOR TO INSERT IN THIS LEASE THE SERIAL NUMBERS, AND OTHER IDENTIFICATION DATA, OF THE EQUIPMENT WHEN DETERMINED BY LESSOR.

**THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT HE HAS READ.**

THIS IS A NON-CANCELLABLE  
LEASE FOR THE TERM INDICATED ABOVE

ACCEPTED:

DATE 9/22 19 82
11/16 19 82  
SAVIN CORPORATION, Lessor
LESSEE Browning Ferris Inds.

THE UNDERSIGNED AFFIRMS THAT HE IS A DULY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED LESSEE, AND HAS THE AUTHORITY TO EXECUTE THIS LEASE ON ITS BEHALF.

By

Michael A. Muscatello  
AUTHORIZED SIGNATURE

By(X)

James B. King

TITLE

Accountant

**LESSEE'S SIGNATURE IN INK IS REQUIRED  
ON LEASE COPIES (Pages 2, 3, & 4)**

01314302

4

LEASE COPY

1. This lease is made this 1st day of August 1981 between the undersigned Lessor and Lessee...

2. The term of this lease shall be for a period of 36 months, beginning on the date hereof...

3. Lessee agrees to indemnify and hold Lessor free and harmless against all claim, loss, liability and expense...

4. Lessee agrees to use, operate and maintain said equipment in accordance with all laws...

5. All amounts due by Lessee to Lessor shall be paid in advance on the first day of each month...

6. In the event Lessee shall default in the payment of any rent, additional rent, or any other sums...

7. In the event payment is not made when due hereunder and remains unpaid for a period of 45 days...

8. The omission by the Lessor at any time to enforce any default or right reserved to it...

9. If the equipment or the Lessee is located in the States of California, Florida or Texas...

10. This lease shall be governed by the laws of the State of New York.

11. The undersigned Lessor hereby certifies that he is the owner of the equipment...

12. This lease shall be subject to the provisions of the Uniform Commercial Code...

13. This lease shall be subject to the provisions of the Uniform Commercial Code...

14. This lease shall be subject to the provisions of the Uniform Commercial Code...

15. This lease shall be subject to the provisions of the Uniform Commercial Code...

16. This lease shall be subject to the provisions of the Uniform Commercial Code...

17. This lease shall be subject to the provisions of the Uniform Commercial Code...

18. This lease shall be subject to the provisions of the Uniform Commercial Code...

WARRANTY  
Undersigned guarantees performance of above lease by Lessee and payment of all sums due hereunder to event of default, hereby waiving non-ops modification, amendment or extension.

Signature: [Handwritten Signature] An Individual

LESSEE'S SIGNATURE IN INK IS REQUIRED

ON LEASE COPIES (Pages 2, 3, & 4)

SAVIN 9/78

356579

LIBER - 485 PAGE 79

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 Maturity Date (optional) <b>1391 144 A/A</b>
1. Debtor(s) (Last Name First and Address(es)) <b>Bladen, Billy E. P.O. Box 90 Saverna Park, MD 21146</b>	2. Secured Party(ies) Name(s) and Address(es) <b>Asset Truck Center, Inc. a/k/a Kenworth of Trenton I-195 and Route 130 Trenton, NJ 08650</b>	4. For Filing Officer Date, Time, No. Filing Office  <b>RECORD FEE 11.00 POSTAGE .50 #00567 0237 R02 110:59 APR 30 85</b>	
5. This Financing Statement covers the following types (or items) of property <b>1981 Kenworth K100, Serial #1XKKDB9X0BM294024</b>		6. Assignee(s) of Secured Party and Address(es) <b>Associates Commercial Corporation 638 E. Lancaster Avenue Frazer, PA 19355</b>	
NOT SUBJECT TO RECORDATION TAX Conditional Sales Agreement signed 2/27/85		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. (Describe Real Estate Below)	
8. Describe Real Estate Here		9. Name(s) of Record Owner(s)	
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)		<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.	
By <u>Billy E. Bladen</u> Signature(s) of Debtor(s)		By <u>Robert Hamilton</u> Signature(s) of Secured Party(ies)	
603871 (6-80)		(1) FILING OFFICER COPY — NUMERICAL STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.	

RECEIVED FOR RECORD  
MAY 1 1985  
E AUBREY COLLISON  
CLERK



Mailed to Secured Party

F207  
LIBER - 485 PAGE 80

256590

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Greenberg, Edmund dba Nick's Pizza  
Address 2330 Mountain Rd., Pasadena, Md. 21122

2. SECURED PARTY

Name HOBART CORPORATION  
Address World Headquarters - Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
One(1) P660-1A Mixer Annapolis

RECORD FEE 12.00  
# 02254771 C237 R02 11:03  
APR 30 85

1985 APR 30 AM 11:09  
RECEIVED FOR RECORD  
CLERK  
ANNAPOLIS, MARYLAND

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Alice J. Higby Attorney in Fact  
(Signature of Debtor)  
Greenberg, Edmund dba Nick's Pizza  
Type or Print Above Name on Above Line



HOBART CORPORATION  
(Signature of Secured Party)

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

[Signature]  
Type or Print Above Signature on Above Line

12.00

STATE OF MARYLAND

256581

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated April 18, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Paving Company, Inc.  
Address P.O. Box 1073 Crownsville, Md. 21054

2. SECURED PARTY

Name Washington Freightliner, Inc  
Address 4100 41st Street Brentwood, Md. 21722

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1985 Freightliner FLC12064S Serial # 1FVXYDY92FH259870

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 17.00  
POSTAGE .50  
488573 0237 R02 T11:04  
APR 30 85

(Signature of Debtor)

Cunningham Paving Company, Inc  
Type or Print Above Name on Above Line

James Cunningham, Jr.  
(Signature of Debtor)  
James Cunningham, Jr., President  
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Washington Freightliner, Inc  
Type or Print Above Signature on Above Line

William Fenwick, President

Credit Alliance  
P.O. Box 1680  
500 Dismalier Blvd.  
Glen Burnie, Md  
21061-3254  
17.00  
50

1985 APR 30 AM 11:09  
E AUBREY COLLISON  
CLERK

CR  
CLERK

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 18, 1985, between ~~XXXXXXXXXXXXXXXX~~ Washington Freightliner, Inc, as Seller/Lessor/Mortgagee and Cunningham Paving Company, Inc P.O. Box 1073 Crownsville, Md. 21054 (Name) (Address) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ ~~XXXXXX~~ 107,472.90 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 18 day of April, 19 85

Washington Freightliner, Inc (SEAL)  
(Seller/Lessor/Mortgagee)  
By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc (Seller) 4100 41st Street Brentwood, Md. 20722 FROM: Cunningham Paving Company, Inc (Buyer) P.O. Box 1073 Crownsville, Md. 21054

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): 1985 Freightliner FLC12064S Serial # 1FVXYDY98FH259870 1985 R/S 15' Aluminum Dump Body Serial# 85173

(1) TIME SALES PRICE \$ 115,940.90 (2) Less DOWN PAYMENT IN CASH \$ 8,468.00 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ (4) CONTRACT PRICE (Time Balance) \$ 107,472.90 The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: P.O. Box 1073 Crownsville, Md. 21054

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of See schedule "A" attached hereto and becoming part of CSC\*\*\*\*\* Dollars (\$ \*\*\*\*\*)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of June, 19 85, and continuing on the same date each month thereafter until paid; the first \* installments each being in the amount of \$ \* and the final installment being in the amount of \$ \*

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recongment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: April 18 19 85

BUYER(S)-MAKERS(S):

Accepted Washington Freightliner, Inc (SEAL) (Print Name of Seller Here)

Cunningham Paving Company, Inc (SEAL) (Print Name of Buyer-Maker Here)

By: (Witness as to Buyer's and Co-Maker's Signature)

By: James Cunningham pres (SEAL) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) immediately deliver possession of the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_ 19 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller  
 \_\_\_\_\_ (Witness) By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to Secured Party

Account Number  
1-67-604-5052

LIBER - 485 PAGE 85

### TERMINATION STATEMENT

E. AUBREY COLLISON  
CLERK

1985 APR 30 AM 11:04

RECEIVED FOR RECORD  
SHERIFF COURT, A.A. COUNTY

RECORD: Liber 459 Folio 99 File No. 246204 (Rec. 2/15/83)

Record in Land Records

DEBTOR Mark Russell and Renee L. Bunnell

(Name or Names)

7534 Ritchie Highway, Glen Burnie, Maryland 21061 (A.A. CO.)

(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE  
P.O. Box 1391  
Baltimore, Maryland 21203

RECORD FEE 10.00  
POSTAGE .50  
#10886 0040 R01 T10:58  
APR 30 85

The Secured Party certifies that it no longer claims a security interest under the pregoing financing statement.

The filing officer is authorized to note the termination of that security interest in the above referred to index, and to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

ATTEST:

THE CARROLLTON BANK OF BALTIMORE

W. C. Dutton  
W. C. Dutton

BY: J. O. Bromwell, Jr.  
J. O. Bromwell, Jr., Asst. Cashier

Mailed to Secured Party

10.85 Dated March 22, 19 85

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

**FINANCING STATEMENT**

Assignee(s) of Secured Party and Address(es)	Secured Party:	FILING OFFICER NOTICE:	
	NAME: <u>Avco Financial Services</u>	PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
	ADDRESS: <u>7164 Furnace Branch Rd</u>		
	<u>Glen Burnie Maryland</u>		
	CITY & STATE: <u>21061</u>		
DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
<u>Raymond Poteet &amp; Wanda Poteet</u>		<u>4-26-82</u>	
<u>Rt. 1 Box 353 A.</u>		ACCOUNT NO.	TAB
<u>Greensboro Maryland</u>		<u>21806319</u>	<u>19</u>
<u>Clerk of Court AA County</u>		<u>file 7778</u>	

Filed with: \_\_\_\_\_  
 This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.  
 (a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;  
 (b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

Other (describe)

RECEIVED FOR RECORD  
 COURT CLERK, A.A. COUNTY  
 APR 30 AM 11:07  
 E. AUBREY COLLISON  
 CLERK

RECORD FEE 10.00  
 POSTAGE .50  
 #88544 C237 R02 T10:41  
 APR 30 85

M.J. CLERK

**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Liber 449 Pg 162 242331  
 (SECURED PARTY)  
 BY Conny A. Bulger Dated 4/5/85 19\_\_  
 TITLE

**ACKNOWLEDGMENT COPY**  
 Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.  
 19-1255 (5-81)

10.01

Mailed to Secured Party

LIBER - 485 PAGE 87

256571

Southward Corporation, dba Annapolis 4-A Rentals 1919 Lincoln Drive Annapolis, MD 21401		Ditch Witch of Maryland, Inc. 12970 Livestock Road West Friendship, MD 21794	
1. Debtor(s) (Last Name First) and address(es)		2. Secured Party(ies) and address(es)	
3. This financing statement covers the following types (or items) of property.			
<u>Model</u>	<u>Brand</u>	<u>Type</u>	<u>Serial #</u>
C99E	Ditch Witch	Trencher	117043

RECORD FEE 12.00  
POSTAGE .50  
300543 C237 R02 110:43  
APR 30 85

For Filing Officer (Date, Time, Number, and Filing Office)  
The Charles Machine Works  
Inc.  
P. O. Box 66  
Perry, OK 73077  
Assignee of Secured Party and Address

Proceeds and Products of Collateral are also covered.  
File with: THE COUNTY CLERK \_\_\_\_\_ County, State of Oklahoma, under Uniform Commercial Code effective January 1, 1963. S.B.36

Southward Corporation, dba \_\_\_\_\_  
Annapolis 4-A Rentals \_\_\_\_\_  
By: Fred Wagner Signature(s) of Debtor(s)  
Ditch Witch of Maryland, Inc. \_\_\_\_\_  
By: [Signature] Signature(s) of Secured Party(ies) for Assignee

(1) FILING OFFICER COPY-ALPHABETICAL  
STANDARD FORM-UNIFORM COMMERCIAL CODE

SOUTHWESTERN STATIONERY  
OKLA. CITY, LAWTON, PONCA CITY

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1985 APR 30 AM 11:07  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party  
CR  
CLERK

125

256572

Northward Corp., dba Pasadena 4-A Rentals 8004 Jumpers Hole Rd. Pasadena, MD 21122	Ditch Witch of Maryland, Inc. 12970 Livestock Road West Friendship, MD 21794
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)

3. This financing statement covers the following types (or items) of property.

Model	Brand	Type	Serial #
1410	Ditch Witch	Trencher	146317

RECORD FEE 12.00  
 POSTAGE .50  
 #88547 0237 R02 110:43  
 APR 30 85

For Filing Officer (Date, Time, Number, and Filing Office)

The Charles Machine Works,  
 Inc.  
 P. O. Box 66  
 Perry, OK 73077

Assignee of Secured Party and Address

Proceeds and Products of Collateral are also covered.

File with: THE COUNTY CLERK \_\_\_\_\_ County, State of Oklahoma, under Uniform Commercial Code effective January 1, 1963. S.B.36

Northward Corp., dba  
 Pasadena 4-A Rentals

Ditch Witch of Maryland, Inc.

By: *[Signature]*  
 Signature(s) of Debtor(s)

*[Signature]*  
 Signature(s) of Secured Party(ies) or Assignee

(Form UCC-1 Approved by State Examiner & Inspector)

SOUTHWESTERN STATIONERY  
OKLA. CITY, LAWTON, PONCA CITY

(1) FILING OFFICER COPY-ALPHABETICAL  
STANDARD FORM-UNIFORM COMMERCIAL CODE

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 APR 30 AM 11:07

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

1250

LIBER - 485 PAGE 89

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 237260 Dated 4/17/85

Record Reference Liber 435 Page 600

2. DEBTOR is:

Name: Karen L. Colby & Daniel L. Donohue, Jr.  
(Last Name First)

Address: 25 Chesapeake Mobile Ct., Hanover, Md. 21076

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: 210 Guilford Avenue, Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND  
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Company of Md.

Date: 4/17, 19 85

By: Charles Denbow (Title)  
Consumer Loan Officer

012-1721-0537

Term - \$10.00  
Postage .50  
\$ 10.50

UNION TRUST CO. OF MD.  
CONSUMER LOAN DEPT.  
P. O. BOX 1573  
BALTIMORE, MD. 21203

Mailed to: J. M. HITCH

RECEIVED FOR RECORD  
CLERK  
1985 APR 30 AM 11:07  
E. AUBREY COLLISON  
CLERK

RECORD FEE 10.00  
POSTAGE .50  
#28552 C237 R02 T10:47  
APR 30 85

10.50

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 242225 Dated 4/20/82

Record Reference Liber 448 Page 586

2. DEBTOR is:

Name: Downs On Severn Realty Corporation  
(Last Name First)

Address: 2510 Riva Rd. Suite 208, Annapolis, Md. 21401

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: 210 Guilford Avenue, Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND  
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

RECORD FEE 10.00  
POSTAGE .50  
#33553 C237 R02 T10:47  
APR 30 85

SECURED PARTY:

Union Trust Company of Md.

Date: 4/16, 19 85

By: *[Signature]*  
Charles Denbow (Title)  
Consumer Loan Officer

012-1721-0537

*Term 410.00  
Postage .50  
410.50*

*10.50*



UNION TRUST CO. OF MD.  
CONSUMER LOAN DEPT.  
P. O. BOX 1573  
BALTIMORE, MD. 21203

Mailed to: J. M. HITCH

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY

1985 APR 30 AM 11:07

E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ 0.00

If this statement is to be recorded in land records check here

This financing statement Dated March 15, 1985 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Berwyn G. Bender, Jr.

Address 8425 Garden Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name Snap-On Tools Corporation

Address 7267 Park Circle

Hanover, Maryland 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory of debtor acquired by initial, weekly, or special consignment, including but not limited to all new, used and demonstrator Snap-on and other brand name mechanic tools, boxes, front-end alignment, and electrical test equipment, whether now in possession of debtor or hereafter acquired by subsequent consignment, purchase, replacement, substitution, additions and accession, and including all of debtors accounts receivables, contract rights, instruments, general intangible and account rights, now owned or hereafter acquired, and including any proceeds from any of the aforementioned assets.

E. AUBREY COLLISON  
CLERK

1985 APR 30 AM 11:07



RECORD FEE 11.00  
POSTAGE .50  
#88554 0237 R02 T10:48  
APR 30 85

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Berwyn G. Bender, Jr.  
(Signature of Debtor)

Berwyn G. Bender, Jr.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

F. X. Steffens  
(Signature of Secured Party)

F. X. Steffens  
Type or Print Above Name on Above Line

11.00  
50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer  
(Date, Time, Number and  
Filing Office)

"A" Debtor(s) (Last Name First) and address(es)  
W.C. BURROUGHS, INC.  
7146 MONTE VIDEO ROAD  
JESSUP, MD 20794

"B" Secured Party(ies) and address(es)  
GOMIYA (USA), INC.  
425 BONNIE LANE  
ELK GROVE VLG., IL 60007

"C" This financing statement covers the following types (or items) of property ("Collateral"):

ASSIGNEE OF SECURED PARTY

ALL NOMURA HORIZONTAL BORING & MILLING MACHINE, KITAKO CNC  
LATHE, FANUC CONTROLS, ATTACHMENTS, ACCESSORIES, REPLACEMENT  
EQUIPMENT AND ADDITIONS THERETO AND ALL OTHER PRODUCTS OR  
INVENTORY HERETOFORE OR HEREAFTER ACQUIRED BY DEBTOR FROM  
SECURED PARTY, ALL PROCEEDS OF THEIR SALE OR OTHER DISPOSITION, INCLUDING BUT NOT LIMITED  
TO CASH, ACCOUNTS RECEIVABLE, CONTRACT RATES, INSTRUMENTS AND CHATTEL PAPER.

RECORD FEE 11.00  
POSTAGE .50  
#08555 C237 R02 T10:4  
APR 30 85

NOT SUBJECT TO RECORDATION  
TAX. THIS IS A PURCHASE MONEY SECURITY INTEREST

Products of Collateral are also covered.  Proceeds of Collateral are also covered.

Debtor: W.C. BURROUGHS, INC.

Secured Party: GOMIYA (USA), INC.

By: *[Signature]*  
Signature of Debtor

BY: *[Signature]*  
Signature of (Secured Party)

DATE: 3-19-85

( 1 ) FILING OFFICER COPY - ALPHABETICAL

RECEIVED FOR RECORD  
CIRCUIT COURT, J.A.A. COUNTY  
1985 APR 30 AM 11:07  
E. AUBREY COLLISON  
CLERK



Masuda, Junai, Eifert +  
Mitchell Ltd.  
134 N. LaSalle St.  
17th Floor  
Chicago, IL 60602

Mailed to: \_\_\_\_\_

256575

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) <del>Peanut Shack</del> Knick Knack Shack 137 Ridge St. Jonesville, NC 28642	2 Secured Party(ies) and address(es) Yadkin Valley Bank & Trust Co. P.O. Box 1006 Elkin, NC 28621
--	--

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:  
All equipment, fixtures, inventory and leasehold improvements located in Peanut Shack Store in Annapolis Mall, Annapolis, MD.  
*Anne Arundel Co.*

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00  
POSTAGE .50  
#88561 0237 R02 T10:55  
APR 30 85

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

By: *[Signature]*  
Signature(s) of Debtor(s)

Yadkin Valley Bank & Trust Company  
By: *[Signature]*  
Signature(s) of Secured Party(ies)  
(For Use in Most States)

STANDARD FORM - FORM UCC-1.

1985 APR 30 AM 11:08  
CLERK COLLISON



Mailed to Secured Party

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.-FORM UCC3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 07649  
RECORDED IN LIBER 451 FOLIO 327 ON 7/8/82 (DATE).

1. DEBTOR

Name Mastercraft Interiors, Inc.  
Address 14650 Southlawn Lane, Rockville, MD 20850  
and 1405 Forest Drive, Parole, MD 21403

2. SECURED PARTY

Name General Electric Credit Corporation  
Address 10227 Wincopin Circle, POB 1096, Columbia, MD 21044

Person & Address to Whom Statement is to be Returned if Different from Above.

3. MATURITY DATE OF OBLIGATION (if any)

CHECK  FORM OF STATEMENT

A. Continuation  The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.  
B. Partial Release  From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:  
D. Other Amendment  (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#08562 0237 R02 T10:55  
APR 30 1985

Amend debtor's address to include but not limited to: 1405 Forest Drive Annapolis, MD  
Amend secured party's address to: P.O.Box 13337, Chesapeake, VA 23325  
~~Delete debtors addresses: 14650 Southlawn Lane, Rockville, MD 20850 and 1405 Forest Drive, Parole, MD 21403~~  
~~Delete secured party's address: 10227 Wincopin Circle, POB 1096, Columbia, MD 21044~~

\*AMENDMENTS MUST BE SIGNED BY DEBTOR.

GENERAL ELECTRIC CREDIT CORP.  
Mailed to Secured Party

By: Mastercraft Interiors Inc.  
D. Jones, Treasurer Signature of Debtor  
By: Ardiskey Signature of Secured Party

Dated: 4/19/85

1985 APR 30 AM 11:08  
ST. AUGUSTINE COLLISON  
CLERK

10-50

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): M. C. Fry Leathersgoods Company, Inc. 4 Hyatt Park 10087 Tyler Place Ijamsville, MD 21754		2. Secured Party(ies) Name(s) and Address(es): NORSTAR BANK OF LONG ISLAND 40 MAIN STREET HEMPSTEAD, N. Y. 11551		3. <input type="checkbox"/> The Debtor is a transmitting utility.
5. This Financing Statement covers the following types (or items) of property:  All inventory, equipment, furniture and fixtures now owned and/or hereafter acquired. Value of equipment - \$10,000. Recordation Tax <del>\$68,000</del> \$70.00.		6. Assignee(s) of Secured Party and Address(es): RECORD FEE 11.00 RECORD TAX 70.00 POSTAGE .50 488563 C237 R02 T10:56 APR 30 85		
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:		9. Name of a Record Owner		

Products of the Collateral are also covered.

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input checked="" type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor; or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					

POINT BLANK BODY ARMOR, INC. NORSTAR BANK OF LONG ISLAND

*Walt* *Patricia K...*  
 Signature(s) of Debtor(s) Secy/Tres. Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Numerical  
 (5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

RECEIVED FOR RECORD  
 CIRCUIT COURT, N.Y. COUNTY



1985 APR 30 AM 11:09

Mailed to Secured Party

E. AUBREY COLLISON  
 CLERK



AA  
1050

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 219169

RECORDED IN LIBER 390 FOLIO 377 ON 8/1/78 (DATE)

1. DEBTOR

Name Robert W. & Lucille Phillips

Address 106 Lake Shore Dr., Pasadena, MD 21122

2. SECURED PARTY

Name Security Pacific Finance Corp. formerly American Finance Corp.

Address 8100 Professional Pl. Ste. 207, Hyattsville, MD 20785

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

E. AUBREY COLLISON  
CLERK

1985 APR 30 AM 11:09

RECEIVED FOR RECORD  
CLERK



RECORD FEE 10.00  
POSTAGE .50  
#83566 C237 R02 T10:58  
APR 30 85

Mailed to Secured Party

Dated 4/18/85

[Signature]  
(Signature of Secured Party)

Bill Merchant  
Type or Print Above Name on Above Line

10-50

STATE OF MARYLAND

256582

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated April 18, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Paving Company, Inc.  
Address P.O. Box 1073 Crownsville, Md. 21054

2. SECURED PARTY

Name Washington Freightliner, Inc  
Address 4100 41st Street Brentwood, Md. 21722

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1985 Freightliner FLC12064S Serial # 1FVXYDY92FH259864  
1985 R/S 15' Aluminum Dump Body Serial # 85167

RECORD FEE 17.00  
POSTAGE 50  
#88574 0237 R02 T11:05  
APR 30 85

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Cunningham Paving Company, Inc  
Type or Print Above Name on Above Line

James Cunningham, Jr.  
(Signature of Debtor)  
James Cunningham, Jr., President  
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Washington Freightliner, Inc  
Type or Print Above Signature on Above Line  
William Fenwick, President

Credit Alliance  
P.O. Box 1680  
500 D. B. Gulian Blvd.  
Glen Burnie, Md  
21061

17.50

E. AUBREY COLLISON  
CLERK

1985 APR 30 AM 11:09

REGISTRY  
CLERK



LIBER - 485 PAGE 99

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 18, 1985,

between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee  
and Cunningham Paving Company, Inc. P.O. Box 1073 Crownsville, Md. 21054  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 107,472.90  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 18 day of April, 19 85

Washington Freightliner, Inc (SEAL)  
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc ("Seller") FROM: Cunningham Paving Company, Inc. ("Buyer")  
4100 41st Street Brentwood, Md. 20722 (Address of Seller) P.O. Box 1073 Crownsville, Md. 21054 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

1985 Freightliner FLC12064S  
 Serial#1FVXYDY92FH259864  
 1985 15' Aluminum Dump Body  
 Serial#85167

(1) TIME SALES PRICE ..... \$ 115,940.90  
 (2) Less DOWN PAYMENT IN CASH ..... \$ 8,468.00  
 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ \_\_\_\_\_  
 (4) CONTRACT PRICE (Time Balance) ..... \$ 107,472.90

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: \_\_\_\_\_  
P.O. Box 1073 Crownsville, Md. 21054

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of \*\*\*\*\*

See Schedule "A" attached to and becomes part of CSC, \*\*\*\*\* Dollars (\$ \*\*\*\*\*)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of June, 19 85, and continuing on the same date each month thereafter until \* paid; the first \* installments each being in the amount of \$ \_\_\_\_\_ and the final installment being in the amount of \$ \_\_\_\_\_

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: April 18 19 85

BUYER(S)-MAKERS(S):

Accepted Washington Freightliner, Inc (SEAL)  
 (Print Name of Seller Here)

Cunningham Paving Company, Inc. (SEAL)  
 (Print Name of Buyer-Maker Here)

By: \_\_\_\_\_  
 (Witness as to Buyer's and Co-Maker's Signature)

By: James Cunningham (SEAL)  
 Co-Buyer-Maker: \_\_\_\_\_  
 (Print Name of Co-Buyer-Maker Here)

By: \_\_\_\_\_  
 (Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire, unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any due of each sum payable thereunder, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing to the contract the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer, Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19 \_\_\_\_\_ (Witness) \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor") (SEAL) Signature of Seller

Mailed to Secured Party

STATE OF MARYLAND

256583

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated April 18, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Paving Company, Inc.  
Address P.O. Box 1073 Crownsville, Md. 21054

2. SECURED PARTY

Name Washington Freightliner, Inc  
Address 4100 41st Street Brentwood, Md. 21722

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1985 Freightliner FLC12064S Serial # 1FVXYDY92FH25968

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Cunningham Paving Company, Inc  
Type or Print Above Name on Above Line

James Cunningham, Jr.  
(Signature of Debtor)  
James Cunningham, Jr., President  
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Washington Freightliner, Inc  
Type or Print Above Signature on Above Line

William Fenwick, President

Credit Alliance  
P.O. Box 1680  
500 DeGaulier Blvd.  
Glen Burnie, Md  
21061

17.50

RECORD FEE 17.00  
POSTAGE 50  
APR 30 1985

1985 APR 30 AM 11:09  
E. ADRIAN COLLISON  
CLERK

LIBER - 485 PAGE 103  
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 18, 1985, between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee and Cunningham Paving Company, Inc., P.O. Box 1073 Crownsville, Md. 21054 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 107,742.90 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 18 day of April, 1985  
Washington Freightliner, Inc. (SEAL)  
(Seller/Lessor/Mortgagee)

By \_\_\_\_\_

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. FROM: Cunningham Paving Company, Inc.  
 4100 41st Street <sup>(Seller)</sup> Brentwood Md. 20722 P.O. Box 1073 <sup>(Buyer)</sup> Crownsville, Md. 21054  
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):  
  
 1985 Freightliner FLC12064S  
 Serial#1FVXYDY9XFH259868  
 1985 15' Aluminum Dump Body  
 Serial#85171

(1) TIME SALES PRICE ..... \$ 115,940.90  
 (2) Less DOWN PAYMENT IN CASH ..... \$ 8,468.00  
 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ .....  
 (4) CONTRACT PRICE (Time Balance) ..... \$ 107,472.90

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: \_\_\_\_\_  
 P.O. Box 1073 Crownsville, Md 21054

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) See Schedule A attached to and becomes part of CSC. \*\*\*\*\*

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of June, 1985, and continuing on the same date each month thereafter until paid; the first \* installments each being in the amount of \$ \_\_\_\_\_ and the final installment being in the amount of \$ \_\_\_\_\_

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of, and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: April 18 1985

BUYER(S)-MAKERS(S):

Accepted Washington Freightliner, Inc. (SEAL)  
(Print Name of Seller Here)

Cunningham Paving Company, Inc. (SEAL)  
(Print Name of Buyer-Maker Here)

By: [Signature]  
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]  
 Co-Buyer-Maker: \_\_\_\_\_ (SEAL)  
(Print Name of Co-Buyer-Maker Here)

By: \_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder, who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart R. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart R. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the term a hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller  
 By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

Mailed to Secured Party

STATE OF MARYLAND

LIDER - 485 PAGE 106

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256591

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated April 18, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1985 APR 30 AM 11:09  
E. AUBREY COLLISON  
CLERK

1. DEBTOR

Name Cunningham Paving Company, Inc.  
Address P.O. Box 1073 Crownsville, Md. 21054

2. SECURED PARTY

Name Washington Freightliner, Inc  
Address 4100 41st Street Brentwood, Md. 21722

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 17.00  
APR 30 85

1985 Freightliner FLC12064S Serial # 1FVXYDY96FH259866

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

\_\_\_\_\_  
(Signature of Debtor)

Cunningham Paving Company, Inc.  
Type or Print Above Name on Above Line

James Cunningham, Jr.  
(Signature of Debtor)  
James Cunningham, Jr., PRESIDENT  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)

Washington Freightliner, Inc  
Type or Print Above Signature on Above Line

William Fenwick, President

Credit Alliance  
P.O. Box 1680  
500 DeBourcier Blvd.  
Glen Burnie, Md  
21061

17.00  
50

LIBER - 485 PAGE 107

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 18, 1985

between Washington Freighliner, Inc. as Seller/Lessor/Mortgagee  
and Cunningham Paving Company, Inc. P. O. Box 1073 Crownsville, Md. 21054  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 107,472.90.  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 18 day of April, 1985

Washington Freighliner, Inc. (SEAL)  
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. FROM: Cunningham Paving Company, Inc.
4100 41st Street Brentwood, Md. 20722 P.O. Box 1073 Crownsville, Md. 21054

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
1985 Freightliner FLC12064S
Serial#1FVXYDY96FH259866
1985 15' Aluminum Dump Body
Serial#85169

(1) TIME SALES PRICE ..... \$ 115,940.90
(2) Less DOWN PAYMENT IN CASH ..... \$ 8,468.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 107,472.90
(4) CONTRACT PRICE (Time Balance) ..... \$
The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
P. O. Box 1073 Crownsville, Md. 21054
Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of \*\*\*\*\* Dollars (\$\*\*\*\*\*)

See Schedule A attached to and becomes part of CSC, \*\*\*\*\* Dollars (\$\*\*\*\*\*), being the above indicated Contract Price (hereinafter called the "time balance") in \*\*\*\*\* successive monthly installments, commencing on the \*\*\*\*\* day of \*\*\*\*\* 19 \*\*\*\*\* and continuing on the same date each month thereafter until paid; the first \*\*\*\*\* installments each being in the amount of \$ \*\*\*\*\* and the final installment being in the amount of \$ \*\*\*\*\*

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of \*\*\*\*\*% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer further acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect, Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
Date: April 18 19 85
Accepted: Washington Freightliner, Inc. (SEAL) Cunningham Paving Company, Inc. (SEAL)
By: [Signature] By: [Signature]
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)
By: [Signature] (Print Name of Co-Buyer-Maker Here)
(Print Name of Buyer's and Co-Maker's Signature)
(Print Name of Buyer's and Co-Maker's Signature)
This instrument prepared by \_\_\_\_\_

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart R. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and acts over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart R. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and recall any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the term a hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller  
 \_\_\_\_\_ (Witness) By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to Secured Party

079993

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

Clerk of the Circuit Court of Annapolis, Maryland  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHUKKA, INC.

Address 1220 Connecticut Avenue, N.W., Washington, D.C. 20036

2. SECURED PARTY

Name POLO FASHIONS, INC.

Address 770 Central Blvd., Carlstadt, New Jersey 07072

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Schedule I attached hereto and incorporated by reference herein.

RECORDED FEE 11.00  
POSTAGE .50  
410900 0345 R01 111:27  
APR 30 85

Recordation Tax does not apply.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert L. Nichols, Pres.  
(Signature of Debtor)

Robert L. Nichols, President

CHUKKA, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Victor Cohen, Vice President  
POLO FASHIONS, INC.

(Signature of Secured Party)

Victor Cohen, V.P.  
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1985 APR 30 AM 11:27  
E. AUDREY COLLISON  
CLERK

11.00  
.80

DEBTOR: Chukka, Inc.  
1220 Connecticut Avenue N.W.  
Washington, D.C.

SECURED PARTY: Polo Fashions, Inc.  
770 Central Boulevard  
Carlstadt, New Jersey 07072

All Inventory of Debtor, as defined in Section 9-109(4) of the Uniform Commercial Code, wherever located, now owned or hereafter acquired, or in which Debtor now has or hereafter may acquire any right, title, or interest including, but not limited to all inventory purchased or otherwise acquired from Secured Party, wherever located, whether now owned or hereafter purchased or otherwise acquired, including, but not limited to, all Inventory of Debtor purchased or otherwise acquired from Secured Party for use in or at Debtor's three free standing retail stores located in Washington, D.C., Annapolis, Maryland, and Rehoboth Beach, Delaware, and to the extent not otherwise included, all proceeds and products of any and all of the foregoing.

Mailed to Secured Party



256611

**FINANCING STATEMENT**

1.  To Be Recorded in the Land Records at \_\_\_\_\_
2.  To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
3.  Not subject to Recordation Tax.
4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Hardin-Huber, Inc. Address(es) 7890 Solley Road  
Glen Burnie, Maryland 21061

6. Secured Party Maryland National Bank Address P. O. Box 871  
Attention: T. Trainor Annapolis, Maryland 21404

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Hardin-Huber, Inc.  
Michael W. Huber, President (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank  
Peggy A. Hall (Seal)  
Peggy A. Hall  
Type name and title  
Commercial Banking Officer

RECORD FEE 11.00  
POSTAGE .50

#00607 C237 R02 T14:43  
APR 30 85

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1985 APR 30 PM 2:44  
E. AUBREY COLLISON  
CLERK



1150

SCHEDULE "A"

<u>QUANTITY</u>	<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
9		Drill Rods AW 10'	80.20	721.80
2		Drill Rods AW 5'	58.25	116.50
2		Drill Rods AW 2"	45.75	91.50
20	004147	Hollow Stem Auger, 3 3/8ID X5' Long	251.00	5,020.00
1	005287	Drive Plate 2" Hex Shank		140.50
1	004832	Cutter Head with Blades		342.00
1		Sub, N 3th Box to AW Box		68.95
1	004645	Adaptor, 2" Pin Hex to 1 5/8 Hex Box		61.25
1		Side Feed Water Swivel 1 5/8 to AW		250.00
2		24" Sampler Spoons, HT	146.45	292.90
6		Sand Traps - White	1.30	7.80
6		Sand Traps - Red	1.30	7.80
1	005363	Auger Extension Rod, Hollow Stem		133.75
1		Mobile Drill Unit, Model B61 (Used) truck mounted. Unit has slide base, cathead, 4 jacks and a moyno pump, Serial number 622290		40,000.00
1		1973 GMC Truck, 4X4, Serial Number TCE66TV555956		2,000.00
				49,254.75

Mailed to Secured Party



MARYLAND NATIONAL BANK  
We want you to grow.<sup>™</sup>  
MEMBER FDIC

256596

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
  
 Patco Distributors, Inc. 10 North Taylor Avenue  
 Annapolis, Maryland 21401

6. Secured Party  
 Maryland National Bank  
 Attention: T. Trainor

Address  
 P. O. Box 871  
 Annapolis, Maryland 21404

RECORD FEE 11.00  
 POSTAGE .50  
 #881408 0237 R02 T14:44  
 APR 30 85

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Patco Distributors, Inc.

J. P. Henry (Seal)  
 J. P. Henry, Vice President  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank  
Peggy A. Hall (Seal)  
 Peggy A. Hall  
 Type name and title  
 Commercial Banking Officer

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1985 APR 30 PM 2:44  
 E. AUBREY COLLISON  
 CLERK



11.50 11.50

PATCO DISTRIBUTORS, INC.  
Schedule "A"

<u>Vehicle Identification Number</u>	<u>Type of vehicle</u>
1GBKP32M4F3314509	Chevrolet Chassis, Model CP31442
1GBKP32M7F3314519	Chevrolet Chassis, Model CP31442
1GBKP32M0F3314409	Chevrolet Chassis, Model CP31442
1GBKP32M8F3314528	Chevrolet Chassis, Model CP31442
1GBKP32MXF3314627	Chevrolet Chassis, Model CP31442
1GBKP32M3F3314405	Chevrolet Chassis, Model CP31442
ZCFCH2144E1200649	1985 Goshen Coach Bus
1GDJP32J4F3501693	1985 Thomas Bus/18133/ Model 2467N and attachments
1GBG6P1A2FV112084	1985 Thomas Bus/18304 Model 1800S and attachments
1T7B2G566F1583298	1985 Thomas Bus/17906 Model 3645N21 and attachments
1G6AM6986E9153783	84/85 LE Chassis, Black #19 Vinyl Top, Black S#848 1984 Cadillac Chassis Tilt and Telescope Steering
1GBKP32M4F3311822	1985 Chevrolet, Model CR
1GBKP32M5F3311781	1985 Chevrolet, Model CP
1GBKP32M3F3311794	1985 Chevrolet, Model CP
1GBKP32MXF3311789	1985 Chevrolet, Model CP
1GBKP32M0F3311798	1985 Chevrolet, Model CP
1GBKP32M4F3311895	1985 Chevrolet, Model CP
1GBKP32M8F3311810	1985 Chevrolet, Model CP
1GBKP32M5F3311814	1985 Chevrolet, Model CP

Mailed to Secured Party



**MARYLAND NATIONAL BANK**  
 We want you to grow.<sup>SM</sup>  
MEMBER FDIC

256587

**FINANCING STATEMENT**

1.  To Be Recorded in the Land Records at \_\_\_\_\_
2.  To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
3.  Not subject to Recordation Tax.
4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Patco Distributors, Inc. Address(es) P.O. Box 946  
Annapolis, Maryland 21404

6. Secured Party Maryland National Bank Address P.O. Box 871  
 Attention: P. Hall Annapolis, Maryland 21404

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Patco Distributors, Inc.

Claudia S. Henry (Seal)  
 Claudia S. Henry, Secretary-Treasurer

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank

Peggy A. Hall (Seal)

Peggy A. Hall  
 Type name and title  
 Commercial Banking Officer

RECORD FEE 11.00  
 POSTAGE .50

#0309 0237 R02 T14:44

APR 30 85

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY

1985 APR 30 PM 2:44

E. AUBREY COLLISON  
 CLERK



Mailed to Secured Party

1150

STATE OF MARYLAND

FINANCING STATEMENT

256627

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

LIBER - 485 PAGE 117

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Oxford Development Corporation  
Captain's Walk

Name \_\_\_\_\_  
Address 988 Spa Road; Annapolis, MD 21403

2. SECURED PARTY

Name \_\_\_\_\_  
Address \_\_\_\_\_

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDING FEE 21.00  
MORTGAGE  
APR 22 04:45 R01 114:29  
APR 30 85

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

See Equipment Outlined On Attached Exhibit "A".

Schedule #-00055 - Anne Arundel County, MD

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

OXFORD DEVELOPMENT CORPORATION

(Signature of Debtor)

*R Wayne Mosier*

Type or Print Above Name on Above Line

*R Wayne Mosier*

(Signature of Debtor)

Type or Print Above Signature on Above Line

P.O. Box 340777 P  
Pittsburgh, PA 15230

PITTSBURGH NATIONAL LEASING CORP.

*John W. Cost*

(Signature of Secured Party)

*John W. Cost*

Type or Print Above Signature on Above Line

CR CLERK  
RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY  
1985 APR 30 PM 2:56  
E. AUBREY COLLISON  
CLERK

21.00  
50

LESSEE: Oxford Development Corporation  
 7316 Wisconsin Avenue; Suite 300  
 Bethesda, MD 20814

LOCATION: Captain's Walk  
 988 Spa Road  
 Annapolis, MD 21403  
 Anne Arundel County

SUPPLIER: Anixter Communications  
 100 Pringle Avenue, Suite 650  
 Walnut Creek, CA 94596

1,000	F6SSV comm/scope rg-6 bonded bdl shld drop wire coax 1000' reel 60% braid (4561004)	78.00
200	GF-6-AHS-357 RG6 connector for dbl shield cable freight	30.00 7.34
320	WPI81 catv wall plate w/F-81 (ivory)	115.20
100	F-81S catv connector w/out nut or washer	14.35
320	WPI81 catv wall plate w/F-81 (ivory)	115.20
100	F-81S catv connector w/out nut or washer	14.35
	Freight	12.97
21	SNF-8 PICO Super Notch Filter Ch. 8	151.20
	Freight For Above	2.28
21	SNF-7 PICO Super Notch Filter Ch. 7	151.20
21	SNF-9 PICO Super Notch Filter Ch. 9	151.20
21	SNF-10 PICO Supr Notch Filter Ch. 10	151.20
21	SNF-2 PICO Notch Filter Trap Outdoors Ch. 2	96.60
2	RR-1265 Bud Open Relay Rack Black Texture 66 1/2" x 19"	269.46
	SUBTOTAL	1,360.55

SUPPLIER: CADCO, Inc.  
 2706 National Circle  
 Garland, TX 75041

<u>Quantity:</u>	<u>Item Number:</u>	<u>Description:</u>	
1		250 Mod Ch M S/N B1748	575.00
1		250 Mod Ch N B1749	575.00
1		250 Mod Ch O B1750	575.00
1		250 Mod Ch P B1747	575.00
1		250 Mod Ch Q B1745	575.00
1		250 Mod Ch R B1746	575.00
1		250 Mod Ch T B1751	575.00
1		250 Mod Ch U B1752	575.00
		LESS 10% discount	(460.00)
		Freight	29.84
1	801429	251 VHF Ch 2/12	525.00
1	801427	251 VHF Ch 45/6	525.00
		LESS 10%	(105.00)
		Freight	5.46
1		251 processor ch 5/5 D001413	525.00
1		251 processor ch 7/7 D001417	525.00
1		251 processor ch 3/3 D001415	525.00
1		251 processor ch 11/11 D001416	525.00
		LESS 10%	(210.00)
		Freight	27.30
1	801502	ISC-12 D005275	150.00
		LESS 10%	(15.00)
		Freight	2.73
	SUBTOTAL		7,175.33



LESSEE: Oxford Development Corporation  
7316 Wisconsin Avenue; Suite 300  
Bethesda, MD 20814

LOCATION: Captain's Walk  
988 Spa Road  
Annapolis, MD 21403  
Anne Arundel County

SUPPLIER: CWY Electronics, Inc.  
P.O. Box 4519  
Lafayette, IN 47901

42	rail 17.5 omni rack rail	210.00
21	pup 7.5 w/(24) F81D/IL	214.20
	freight	9.68
		<hr/>
	SUBTOTAL	433.88

SUPPLIER: Miralite  
4050 Chandler  
Santa Ana, CA 92704

1	orthomode coupler w/scaler ring and tabs	156.00
	shipping	7.50
		<hr/>
	SUBTOTAL	163.50

SUPPLIER: Nunn Royal Electric Supply Co.  
1500 South Ritchey Street  
Santa Ana, CA 92705

1	Hoffman 604834LP	617.17
1	Hoffman ADK48A	19.21
1	Hoffman AL2A	9.90
2	Hoffman AVK88	17.30
		<hr/>
	SUBTOTAL	663.58

SUPPLIER: R. Alan Communications  
6515 E. 82nd Street, Suite 202  
Indianapolis, IN 46250

1	5 meter dish triple feed w/mount	4,450.00
	freight	720.00
50	BC4000 pioneer wireless remote ch. 3 output	3,250.00
60	2002 A pioneer 36 ch./ch. 3 output	2,100.00
	overnight freight charge	528.00
	freight charges for pioneer converters	382.50
		<hr/>
	SUBTOTAL	11,430.50

LIDER - 485 PAGE 121

EXHIBIT "A"  
Schedule #60-025-00279-10-00055

pg. 7

LESSEE: Oxford Development Corporation  
7316 Wisconsin Avenue; Suite 300  
Bethesda, MD 20814

LOCATION: Captain's Walk  
988 Spa Road  
Annapolis, MD 21403  
Anne Arundel County

SUPPLIER: Southeastern Cable Construction Co.  
P.O. Box 427  
Alcoa, TN 37701

change dish out 2,000.00  
material 156.90

SUBTOTAL 2,156.90

SUPPLIER: Standard Communications  
P.O. Box 92151  
Los Angeles, CA 90009

1	DCB24A 1 GHZ DC block	20.25
1	PS/120-15 wall mounted power supply 15VDC	
	freight charge	18.50
6	AGILE24S satellite receiver-slave	5,400.00
	freight charge	37.82
	insurance charge	10.80
1	AGILE24S satellite receiver-slave	950.00
	freight charge	7.75
	insurance charge	1.90
6	AGILE 24S satellite receiver-slave	5,931.12
3	LNBC24 low noise block converter	1,579.50
3	DCB24A 1 GHZ DC block	60.75
3	PS/120-15 wall mounter power supply 15VDC	48.60
1	ASC24/6.62 6.62 MHZ subcarrier demodulator	29.97
	freight charge	36.05
	insurance charge	15.30

SUBTOTAL 14,148.31

TOTAL EXHIBIT "A" \$ 50,469.52

Mailed to: Pittsburgh Rail Leasing Corp.

256583

UNIFORM COMMERCIAL CODE—  
FINANCING STATEMENT

For Filing Officer Use  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.  
SIGNATURES MUST BE IN INK

If the property described below is a  
fixture so that this statement is to be  
recorded in land records, check  
here.

If transaction or transactions wholly  
or partially subject to recordation tax  
indicate amount of taxable debt here.  
\$ 5,999.03

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Name Edna E. King & Paul W. King  
Address 25 Diane Drive, Boones Mobile Estates, Lothian MD 20711 A/A  
(Street) (City or County) (State)  
2. SECURED PARTY Name Household Finance Corporation  
Address 2058 Somerville Road, Annapolis MD 21401 A/A  
(Street) (City or County) (State)  
Return Filing Receipt To: Secured Party

3. This financing statement covers the following types (or items) or property: (list)

MAKE (IF AUTO)  
OF MANUFACTURER DESCRIPTION SERIAL NO. MOTOR NO. MODEL NO. YEAR  
Modular Mobile Home  
Eaton Park 1977 style 24x60 #12207795

1985 APR 30 PM 2:56  
E. AUDREY COLLISON  
CLERK



Check  the lines which apply

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00  
RECORD TAX 38.50  
POSTAGE .50  
#10930 0345 001 T14720  
APR 30 85

4. Edna E. King (Signature of Debtor)  
Paul W. King (brother) Type or Print Above Signature on Above Line  
James D. Couch (Signature of Secured Party)  
James D. Couch Type or Print Above Name on Above Line

FILING OFFICER COPY

Mailed to Secured Party

12.00  
38.50  
50

755707

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 10,000.00
- To Be Recorded in Land Records (For Fixtures only).

<u>Name of Debtor</u>	<u>Address</u>
Mike Wist T/A Taylor Rental	8017 FT Smallwood Rd Baltimore, MD 21226

RECORD FEE 12.00  
 RECORD TAX 70.00  
 POSTAGE 50  
 FIRST 0345 R01 114:21

SECURED PARTY (OR ASSIGNEE) *FIRST NATIONAL BANK OF MD*  
 —Address: *83 FOREST DR ANNAPOLIS, MD 21401*

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
 1985 Grimmer Schmidt 125 CFM portable air compressor #9136  
 PB Breaker #52848

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.



Debtor (or Assignor) <u><i>Mike Wist</i></u> Mike Wist T/A Taylor Rental	Secured Party (or Assignee) <u>First National Bank of Maryland</u> BY <u><i>Richard L. Nettles</i></u>
---	--

FNB 0850-A

Type or print names under signatures

Mailed to Secured Party

12-70/50

RECEIVED FOR RECORD  
 COUNTY CLERK  
 1985 APR 30 PM 2:56  
 E. AUBREY COLLISON  
 CLERK

TO BE RECORDED IN LAND RECORDS       SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT TO BE RECORDED IN LAND RECORDS       NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s): JOANN BRITTINGHAM  
 Name or Names—Print or Type  
7465-A FURNACE BRANCH RD GLEN BUNNIE AA MD 21061  
 Address—Street No., City - County State Zip Code

DIANE M KEYEJ  
 Name or Names—Print or Type  
205 SUNSET DR GLEN BUNNIE, AA MD 21061  
 Address—Street No., City - County State Zip Code

2. Secured Party: IRVINGTON FEDERAL SAVINGS & LOAN  
 Name or Names—Print or Type  
4106 FRIEDENICHT AVE BALTO. - MD. 21229  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

EJIT WRITER 7500 - COMPUTOGRAPHIC

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

1985 APR 30 PM 2:56  
E. AUBREY COLLISON  
CLERK



RECORD FEE 11.00  
POSTAGE .50  
#10936 C345 R01 T14:37  
APR 30 85

DEBTOR(S):

Joann Brittingham  
(Signature of Debtor)

JOANN BRITTINGHAM  
Type or Print

Diane M. Keyej  
(Signature of Debtor)

DIANE M KEYEJ  
Type or Print

SECURED PARTY:

IRVINGTON FEDERAL SAVINGS & LOAN  
(Company, if applicable)

William J. Otter UP  
(Signature of Secured Party)

WILLIAM J. OTTER UP  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address IRVINGTON FEDERAL SAVINGS & LOAN ASSN INC  
 Lucas Bros. Form F-1 4106 FRIEDENICHT AVE  
BALTIMORE, MD 21229

Mailed to: [Signature]

11-50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256599

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

LIBER - 485 PAGE 125

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Oxford Development Corporation  
Name Stonecreek Club et al  
Address 12840 Lockburry Circle; Germantown, MD 20874

2. SECURED PARTY  
Name Pittsburgh National Leasing Corp.  
Address Fifth Avenue & Wood Street  
Pittsburgh, PA 15222

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_ RECORD FEE 25.00 POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

See Equipment Outlined On Attached Exhibit "A".

#10933 C345 ROL T14: 11 APR 30 85

E. AUBREY COLLISON CLERK

1985 APR 30 PM 2:56

RECEIVED FROM RECORD CLERK ACCOUNTS



schedule #-00056 - Anne Arundel County, MD

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

OXFORD DEVELOPMENT CORPORATION

R Wayne Mosier  
(Signature of Debtor)

R Wayne Mosier  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

PITTSBURGH NATIONAL LEASING CORP.

John W Cost  
(Signature of Secured Party)

John W. Cost  
Type or Print Above Signature on Above Line

2550

LIBER - 485 PAGE 126

EXHIBIT "A"  
Schedule #60-025-00279-09-00056

pg. 1

LESSEE: Oxford Development Corporation  
7316 Wisconsin Avenue; Suite 300  
Bethesda, MD 20814

LOCATION: Stonecreek Club Apts  
12840 Locburry Circle  
Germantown, MD 20874  
Montgomery County

SUPPLIER: Anixter Communications  
100 Pringle Avenue, Suite 650  
Walnut Creek, CA 94596

1,000	F6SSV comm/scope rg-6 bonded bdl shld drop wire coax 1000' reel 60% braid (4561004)	78.00
200	GF-6-AHS-357 RG6 connector for dbl shield cable freight	30.00 7.34
100	T-75 regal 75 ohm transformer 500 MHZ freight	26.00 1.80
2	RR-1264-LG bud open relay rack	216.00
5,000	F640/bef Comm/Scope RG-6 Bonded Foam Flooded Coax 1000' Reel 40% Braid	239.00
	Freight For Above	29.14
240	T-75 Regal 75 OHM Transformer 500 MHZ	52.80
12	NF-2 PICO Notch Filter Trap Outdoor Ch. 2	55.20
12	NF-5 PICO Notch Filter Trap Outdoor Ch. 5	55.20
12	SNF-8 PICO Super notch Filter Ch. 8	86.40
12	SNF-10 PICO Super Notch Filter Ch. 10	86.40
12	SNF-11 PICO Super Notch Filter Ch. 11	86.40
12	SNF-12 PICO Super Notch Filter Ch. 12	86.40
12	SNF-13 PICO Super Notch Filter Ch. 13	86.40
24	NF-6 PICO Notch Filter Trop Outdoor Ch. 6	110.40
	Freight For Above	6.53
7,210	P3-75-5 00JF Cass Comm/Scope GID III 500 Jacketed - Flooded Copper Clad Coax	1,672.72
	Freight For Above	83.16
12	NF-3 PICO Notch Filter Trop Outdoor Ch. 3	55.20
	Freight For Above	1.82
240	72 WT AHS-82 White/Sand 72" White Jumper Vicky-5 Days	180.00
	Freight For Above	19.62
3	eq 9.0 scientific plug-in equalizer 9.0 db 400 MHZ	34.50
3	eq 12.0 scientific plug-in equalizer 12.0 db 400 MHZ	34.50
3	eq 18.0 scientific plug-in equalizer 18.0 db 400 MHZ	34.50
6	pp-0 scientific plug-in pad 0 db	7.08
6	pp-0.5 scientific plug-in pad 0.5 db	7.08
6	pp-1 scientific plug-in pad 1 db	7.08
6	pp-2 scientific plug-in pad 2 db	7.08
6	pp-3 scientific plug-in pad 3 db	7.08
6	pp-4 scientific plug-in pad 4 db	7.08
6	pp-5 scientific plug-in pad 5 db	7.08
6	pp-6 scientific plug-in pad 6 db	7.08
6	pp-7 scientific plug-in pad 7 db	7.08
	pp-8 scientific plug-in pad 8 db	7.08
	pp-9 scientific plug-in pad 9 db	7.08
	pp-10 scientific plug-in pad 10 db	7.08
	pp-11 scientific plug-in pad 11 db	7.08
	pp-12 scientific plug-in pad 12 db	7.08
	pp-13 scientific plug-in pad 13 db	7.08
	pp-14 scientific plug-in pad 14 db	7.08
	pp-15 scientific plug-in pad 15 db	7.08
		1.36
		11.50
		<hr/>
	SUBTOTAL	3,588.65

LIBER - 485 PAGE 127

EXHIBIT "A"

Schedule #60-025-00279-09-00056

pg. 2

LESSEE: Oxford Development Corporation  
7316 Wisconsin Avenue; Suite 300  
Bethesda, MD 20814

LOCATION: Stonecreek Club Apts  
12840 Locburry Circle  
Germantown, MD 20874  
Montgomery County

SUPPLIER: CADCO, Inc.  
2706 National Circle  
Garland, TX 75041

<u>Quantity:</u>	<u>Item Number:</u>	<u>Description:</u>	
1	801306	250 Mod Ch D	\$ 575.00
1	801306	250 Mod Ch E	575.00
1	801306	250 Mod Ch F	575.00
1	801307	250 Mod Ch M	575.00
1	801307	250 Mod Ch N	575.00
1	801307	250 Mod Ch O	575.00
1	801307	250 Mod Ch P	575.00
1	801307	250 Mod Ch Q	575.00
1	801307	250 Mod Ch R	575.00
1	801307	250 Mod Ch T	575.00
1	801307	250 Mod Ch U	575.00
1	801429	251 VHF Ch 9/9	525.00
1	801429	251 VHF Ch 11/11	525.00
1	801428	251 VHF Ch 2/12	525.00
1	801427	251 VHF Ch 20/2	525.00
1	801427	251 VHF Ch 45/6	525.00
1	801428	251 VHF Ch 13/13	525.00
		Discount 10%	(947.50)
		Freight	63.41
S/N: B1781, 1783, 1789, 1790, 1791, 1782, 1785, 1772, 1784, 1788, 1787, D002082, D002083, D002081 D002085, D002084, D002086			
1	801429	251 VHF Ch 7/7	525.00
1	801429	251 VHF Ch 9/9	525.00
1	801429	251 VHF Ch 5/5	525.00
1	801502	ISC-12	150.00
		10% DISCOUNT	(172.50)
		Freight	34.65
Freight is PCH			
S/N: CH 7/7 D001308, CH 9/9 D001314, CH 5/5 D001316, ISC D0052			
1	801429	251 VHF Ch 4/4	525.00
1	801427	251 VHF Ch 26/13	525.00
		10% DISCOUNT	(105.00)
		Freight	6.30
S/N: D001323, D001321			
SUBTOTAL			11,129.36

## LIBER - 485 PAGE 128

EXHIBIT "A"  
Schedule # ~~60-025-00279~~-09-00056

pg. 3

LESSEE: Oxford Development Corporation  
7316 Wisconsin Avenue; Suite 300  
Bethesda, MD 20814LOCATION: Stonecreek Club Apts  
12840 Locburry Circle  
Germantown, MD 20874  
Montgomery CountySUPPLIER: Columbia Communications Consultants, Inc.  
152 Space Park South  
Nashville, TN 37211

316	wall plates with F81 barrel	158.00
158	2-way splitters	86.90
850	"F" connectors	102.00
500	RG 59	25.00
316	labor to rework wallbores	1,106.00
2	15 outlet waber strips	97.00
1	Air conditioner for hoffman cabinet	397.08
	installation materials for Stone Creek Apts.	3,580.73
	underground cable installed	5,835.00
	spliced cable	427.90
	materials:	216.00
	1800 - "F" connectors	216.00
	72 - 8-way splitters	11.52
	72 - ground blocks	44.85
	23 - ground rods w/clamps	27.38
	1000 - #14TW	25.00
	1 - misc nuts, bolts, screws, etc.	460.00
	labor: 23 - distribution boxes reworked	118.00
1	offair WHF antenna	133.50
3	tower sections	48.00
1	TWR cap	62.98
1	UHF antenna	2,050.00
1	install headend & proof	285.00
190	ft install u.g. cable	20.90
190	ft splice elec & passives	158.00
316	wall plates w/f81 barrel	86.90
158	2-way splitters	102.00
850	"F" connectors	25.00
500	RG 59	790.00
316	labor to rework wallbores	97.00
2	15 outlet waber strips	750.00
1	provide signal at each distribution box outlet	
	SUBTOTAL	17,543.64

SUPPLIER: Corn Construction Co.  
766 Fairview Avenue  
Annapolis, MD 21403

	contract labor: technician 10.5hrs @23/hr	241.50
	helper 2.5 hrs @18/hr	45.00
	install ant. & pad dn. head-end - 11/5	
	rebuild head-end install LNC for select - 11/7	
	SUBTOTAL	286.50

LIBER - 485 PAGE 129

EXHIBIT "A"

Schedule #60-025-00279-09-00056

pg. 4

LESSEE: Oxford Development Corporation  
7316 Wisconsin Avenue; Suite 300  
Bethesda, MD 20814

LOCATION: Stonecreek Club Apts  
12840 Locburry Circle  
Germantown, MD 20874  
Montgomery County

SUPPLIER: CWY Electronics, Inc.  
P.O. Box 4519  
Lafayette, IN 47901

26	rail 17.5 omni rack rail	130.00
13	pup 7.5 w/(24) F81D/IL	132.60
24	rail 17.5	120.00
12	pup 7.5	36.00
288	F81 D installed	86.40
	freight	6.60
		<hr/>
	SUBTOTAL	511.60

SUPPLIER: Eagle Comtronics Inc.  
P.O. Box 2457  
Syracuse, NY 13220

36	5-LP-13	279.00
72	5-NF-A-H	468.00
108	NF-D standard trap	432.00
72	NF-F standard trap	288.00
	freight charges	15.00
108	NF-E standard trap	432.00
	freight charges	4.78
		<hr/>
	SUBTOTAL	1,918.78

SUPPLIER: Miralite  
4050 Chandler  
Santa Ana, CA 92704

1	720-multisat 2 including: 1-multisat rack, 1-multisat LNA cover, 1-set of multisat feed legs (4), 2-orthomode coupler shipping	470.00
		<hr/>
	SUBTOTAL	586.35

SUPPLIER: Nunn Royal Electric Supply Co.  
1500 South Ritchey Street  
Santa Ana, CA 92705

1	Hoffman A604824LP	617.17
1	Hoffman AL2A	9.90
2	Hoffman AVK88	17.30
		<hr/>
	SUBTOTAL	644.37

LIBER - 485 PAGE 130

EXHIBIT "A"  
Schedule #60-025-00279-09-00056

pg. 5

LESSEE: Oxford Development Corporation  
7316 Wisconsin Avenue; Suite 300  
Bethesda, MD 20814

LOCATION: Stonecreek Club Apts  
12840 Locburry Circle  
Germantown, MD 20874  
Montgomery County

SUPPLIER: R. Alan Communications  
6515 E. 82nd Street, Suite 202  
Indianapolis, IN 46250

1	5 meter dish triple feed w/mount	4,450.00
	freight	720.00
100	BC4000 pioneer wireless remote ch. 3 output	6,500.00
80	2002 A pioneer 36 ch./ch. 3 output	2,800.00
	freight charges for pioneer converters	100.00
		<hr/>
	SUBTOTAL	14,570.00

SUPPLIER: Southeastern Cable Construction Co.  
P.O. Box 427  
Alcoa, TN 37701

600	ft underground cable installed	1,050.00
	replace 3.7 dish with 5 meter	2,000.00
	change out equipment hourly time 8 hours	240.00
	additional material purchased	161.41
		<hr/>
	SUBTOTAL	3,451.41

SUPPLIER: Standard Communications  
P.O. Box 92151  
Los Angeles, CA 90009

1	DCB24A 1 GHZ DC block	20.25
1	PS/120-15 wall mounted power supply 15VDC	18.50
	freight charge	5,400.00
6	AGILE24S satellite receiver-slave	37.82
	freight charge	10.80
	insurance charge	6,919.64
7	AGILE 24S satellite receiver-slave	1,579.56
3	LNBC24 low noise block converter	60.75
3	DCB24A 1 GHZ DC block	48.60
3	PS/120-15 wall mounter power supply 15VDC	29.97
1	ASC24/6.62 6.62 MHZ subcarrier demodulator	51.00
	freight charge	17.28
	insurance charge	20.25
1	DCB24A 1 GHZ DC block	
1	PS/120-15 wall mounted power supply 15VDC	18.50
	freight charge	
		<hr/>
	SUBTOTAL	14,232.92

TOTAL EXHIBIT "A" \$ 68,463.58

Mailed to Secured Party

256590

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated 4/8/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name OFFICE CARPET, INC.

Address P. O. Box 932, Bowie, Maryland 20715

2. SECURED PARTY

Name POTOMAC INDUSTRIAL TRUCKS, INC.

Address 800 Ritchie Road, Capitol Heights, Maryland 20743

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) One (1) Year

4. This financing statement covers the following types (or items) of property: (list)

- (1) Clark Model GCS25S Propane Powered Forklift
  - 188" Triple Stage Upright
  - 2 1/2" Diameter x 10' Carpet Pole
  - 42" Forks
  - 48" Load Backrest
  - Driver's Overhead Guard
  - LPG Powered (less tank)
  - Serial #G138MB-0023-5521

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

OFFICE CARPET, INC.

*Tom Stasik Vice Pres*  
(Signature of Debtor)

Tom Stasik, Vice President  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

POTOMAC INDUSTRIAL TRUCKS, INC.

*Theodore H. Wolff, Jr.*  
(Signature of Secured Party)

Theodore H. Wolff, Jr., Vice President

Type or Print Above Name on Above Line

RECORDED FEE 11.00  
#10937 C345 R01 T14-38  
APR 30 85

RECEIVED FOR RECORD  
CLERK  
1985 APR 30 PM 2:56  
E. AUBREY COLLISON  
CLERK

11.00

Mailed to: \_\_\_\_\_

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256591

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

Inventory/Machinery

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baldwin Service Center, Inc.

Address Defense Highway, 450 & 178, Annapolis, Maryland 21401

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, Maryland 21061

1985 APR 30 PM 3:25  
E. ALBANEY COLLISON  
CLERK



CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Baldwin Service Center, Inc.  
Rhoda L. Baldwin, Pres.  
(Signature of Debtor)

Rhoda L. Baldwin, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

Philip D. Cooper  
(Signature of Secured Party)

Philip D. Cooper, Vice President

Type or Print Above Signature on Above Line

RECORD FEE 17.00  
POSTAGE 50  
APR 30 1985

17.00  
50

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 25th day of April 1985 by and betweenBaldwin Service Center, Inc., having its principal place of business at  
Defense Highway, 450 & 178, Annapolis, Maryland 21401"Mortgagor", and Credit Alliance Corporation "Mortgagee".

## WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgage Obligations and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

*[Signature]*  
Secretary

Baldwin Service Center, Inc. (Seal)  
Mortgagor  
By *[Signature]*, Pres. (Title)

STATE OF Maryland }  
COUNTY OF Anne Arundel }

SS

Rhoda L. Baldwin

being duly sworn, deposes and says:

1. He is the **President** of **Baldwin Service Center, Inc.** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

*[Signature]*

NOTARY PUBLIC

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS  
I, \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual)  
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership)  
and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation)  
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the **President** of **Baldwin Service Center, Inc.**  
who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument, that he resides at \_\_\_\_\_  
that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 25, 19 85 between the undersigned.

LIBER - 485 PAGE 135

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Two (2)	International Harvester Row-Crop Tractors with all attachments and accessories.  The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.	- 784	CHAB009091 Engine D137289  CHAB009318 Engine D138037

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Baldwin Service Center, Inc.

By: *Shada L. Baldwin, Pres.*

Mailed to: \_\_\_\_\_

LIBER - 485 PAGE 136

31-247  
256592

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

**Edith Estelle Holland**  
**Lot #244 Waysons MHP,**  
**Lothian, Md. 20820**

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

**United Savings Bank**  
**501 Maple Avenue, West**  
**Vienna, Virginia 22180**

Name & address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#88648 C237 R02 T15:38  
APR 30 85

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

**1985 Commodore/Guardian, 60X14, 3BR., serial #AJ21243A**

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.



RECEIVED FOR RECORD  
CIRCUIT COURT, J.A. COUNTY  
1985 APR 30 PM 3:40  
E AUBREY COLLISON  
CLERK

Describe Real Estate if applicable:

Mailed to Secured Party

*Edith Estelle Holland*

Signature of Debtor if applicable (Date)

04-26-85

*Betsy G. O.*

Signature of Secured Party if applicable (Date)

4/24/85

11.00  
11.50

FILING OFFICER COPY

Revised 7-1-82

LIBER - 485 PAGE 137

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
C & L Cycle Shop, Inc. d/b/a  
American Kawasaki  
5820 Ritchie Highway  
Baltimore, MD

2. Secured Party(ies) and address(es)  
Bombardier Credit, Inc.  
East Main Street Road  
Malone, New York 12953

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 12.00  
#10934 0040 001715-41  
APR 30 85

4. This statement refers to original Financing Statement bearing File No. Bk. 483 Page 431

Filed with Anne Arundel Cty. Date Filed April 2 19 85

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Amend collateral for addition of goods, including but not limited to U.S. SUZUKI MOTOR CORPORATION, KAWASAKI MOTORS CORP., U.S.A., and AMERICAN HONDA MOTOR CO., INC., products as defined in annex attached hereto:

No. of additional Sheets presented: 1

C & L Cycle Shop, Inc. d/b/a  
American Kawasaki

BOMBARDIER CREDIT, INC.

By: Gordon Lidstrom, Pres.  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Sandra McCray  
Signature(s) of Secured Party(ies)  
Sandra McCray

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY



1985 APR 30 PM 3:41

Mailed to Secured Party

E. AUBREY COLLISON  
CLERK

120

LIDER - 485 PAGE 138



ANNEX A

C. & L Cycle Shop, Inc. d/b/a  
American Kawasaki  
(Debtor)

Bombardier Credit, Inc.

As used herein, the term "Inventory" shall mean all goods, including but not limited to, all goods manufactured and/or sold by the manufacturer and/or distributor named in the collateral box of the attached UCC, the purchase of which was financed, or floorplanned, by Bombardier Credit, Inc. for the Debtor above named of whatever kind or nature, wherever located, now owned or hereafter acquired and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith and all proceeds and products thereof, and documents relating thereto.

7000.107B (85-02)  
BCI AXA 2/85

Mailed to Secured Party

256591

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

<p>1. Debtor(s) Name and Mailing Address: (Do not abbreviate)</p> <p>RUBIN, Abraham 7483 Candlewood Linthicum, MD 21090</p>	<p>2. Secured Party(ies) Name and Address.</p> <p>HORIZON CREDITCORP 4 West Lee St. Pensacola, FL 32501</p>	<p>3. For Filing Officer (Date, Time, Number and Filing Office):</p> <p>RECORD FEE 11.00 POSTAGE .50 #88651 0237 R02 T15:42 APR 30 85</p>
<p>4. This Financing Statement covers the following types (or items) of property. (WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)</p> <p>One (1) New 1984 Islander Sloop, 36', XLY36667E485, powered by a single diesel Yanmar engine, 30hp, serial # 20882, and including but not limited to all equipment attached thereto or added hereafter.</p> <p>Not subject to Recordation Tax.</p> <p><del>xxxxxx Total indebtedness under any contingency is \$80,400.00 xxxxxxxx</del></p>		<p>5. Name and Address of Assignee of Secured Party: (Use this space to describe collateral, if needed)</p>
<p>Check only if applicable</p> <p><input type="checkbox"/> This Financing Statement is to be filed for record in the real estate records. <input type="checkbox"/> Products of collateral are also covered.</p>		
<p>6. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral (Please check appropriate box)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or</p> <p><input type="checkbox"/> already subject to a financing statement filed in another county.</p> <p><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or</p> <p><input type="checkbox"/> as to which the filing has lapsed, or</p> <p><input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor</p> <p>11.00 By <u>Abraham Rubin</u> Signature(s) of Debtor(s)</p> <p>By <u>Paul A. Kinsey - Vice President</u> Signature(s) of Secured Party(ies)</p> <p>Use whichever signature line is applicable.</p> <p>(1) Filing Officer Copy - Numerical</p> <p>STANDARD FORM - FORM UCC-1 (Rev. 9-83) APPROVED BY THE SECRETARY OF THE STATE OF TEXAS - FORM 15-1548 - HART GRAPHICS, P.O. BOX 968, AUSTIN, TEXAS 78767</p>		

1985 APR 30 PM 3:50  
E. AUBREY COLLISON  
CLERK

CR  
CLERK

Mailed to Secured Party

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

<p>1. DEBTOR and Address (Last Name First)          OPTIC GRAPHICS, INC.          101 Dover Road          Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address          THE PHILADELPHIA NATIONAL BANK          The World Trade Center          Suite 1332          Baltimore, Maryland 21202</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO: ✓          Lessans and Tate          7419 Baltimore-Annap Blvd.          P.O. Box 1330          Glen Burnie, MD 21061</p>

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 249915 Date: November 21, 19 83

Record Reference: Liber 468, Page 71

<p>6. A. CONTINUATION <input type="checkbox"/>          The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.</p>	<p>6. B. RELEASE <input checked="" type="checkbox"/>          From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.</p>
<p>6. C. ASSIGNMENT <input type="checkbox"/>          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.</p>	<p>6. D. OTHER <input type="checkbox"/></p>

INFORMATION:

See Exhibit A attached hereto for description of released collateral.

E. AUBREY COLLISON  
CLERK

1985 APR 30 PM 3:50

RECORDED FOR RECORD  
A.A. COUNTY



RECORD FEE 10.00  
POSTAGE .50  
#08653 C237 R02 115:44  
APR 30 85

SECURED PARTY:

Dated April 4th, 19 85

The Philadelphia National Bank

UCC-6

By: Anne B. Bullock (Title)  
Anne B. Bullock,  
Assistant Vice President

10<sup>00</sup>/<sub>50</sub>

EXHIBIT A

1. Maren #72 Baler, Model 2133 with Cyclon and Duct Work
2. 1981 Harris Counter Stacker Model CS191
3. Page Flex Tester, Model 100
4. Auto Dex Drill, EC 9024
5. Harris Perfect Binder:
  - 1977 UB227 Binder, Cover Feeder Premelt Unit and Conveyors
  - 1977 x 6II - 122 Rotary Gathering with 16 Pockets
  - CT Trimmer - Model C-369 with Conveyors
6. Carton Sealer - Model 4127

Mailed to Secured Party

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

<p>1. DEBTOR and Address (Last Name First) OPTIC GRAPHICS, INC. 101 Dover Road Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address THE PHILADELPHIA NATIONAL BANK The World Trade Center Suite 1332 Baltimore, Maryland 21202</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO: <span style="float: right;">↙</span> Lessans and Tate 7419 Baltimore-Annep Blvd. P.O. Box 1330 Glen Burnie, MD 21061</p>

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 243437 Date: July 21, 19 82  
Record Reference: Liber 452, Page 5

<p>6. A. CONTINUATION <input type="checkbox"/> The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.</p>	<p>6. B. RELEASE <input checked="" type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.</p>
<p>6. C. ASSIGNMENT <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.</p>	<p>6. D. OTHER <input type="checkbox"/></p>

INFORMATION:

See Exhibit A attached hereto for description of released collateral.

1985 APR 30 PM 3:50  
 E. AUBREY COLLISON  
 CLERK

RECORD FEE 10.00  
 POSTAGE 50  
 888454 C237 R02 11:45  
 APR 30 85



SECURED PARTY:

Dated April 4th, 19 85

The Philadelphia National Bank

UCC-6

By: Anne B. Bullock  
 Anne B. Bullock, (Title)  
 Assistant Vice President

10-50

EXHIBIT A

1. Maren #72 Baler, Model 2133 with Cyclon and Duct Work
2. 1981 Harris Counter Stacker Model CS191
3. Page Flex Tester, Model 100
4. Auto Dex Drill, EC 9024
5. Harris Perfect Binder:
  - 1977 UB227 Binder, Cover Feeder Premelt Unit and Conveyors
  - 1977 x 6II - 122 Rotary Gathering with 16 Pockets
  - CT Trimmer - Model C-369 with Conveyors
6. Carton Sealer - Model 4127

Mailed to Secured Party

LIBER - 485 PAGE 144

STATE OF MARYLAND

Financing Statement (Form UCC-1)

Identifying File No. \_\_\_\_\_

Not Subject to Recording Tax  
(Lease Agreement with Nominal Purchase Option)

255735

1. LESSEE: WILLIAM W. HARRIS  
& ASSOCIATES, INC.  
124 Route 3, Suites 11 & 12  
Post Office Box 289  
Millersville, MD 21108

2. LESSOR: BUTLER AND COMPANY, INC.  
8726 TOWN & COUNTRY BOULEVARD, SUITE 205  
ELLCOTT CITY, MD 21043

RECORD FEE 11.00  
POSTAGE .50  
#10948 0345 R01 T15:49  
APR 30 65

3. ASSIGNEE (if any) OF LESSOR:

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)

- 1 - Panafax PX-100 Transceiver G3,2,1 SN 9412577
- 1 - Panafax UF-400 Transceiver G3,2 SN 02412105

RECEIVED FOR RECORD  
BUTLER AND COMPANY  
1965 APR 30 PM 4:16  
E. AUGREY COLLISON  
CLERK

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

WILLIAM W. HARRIS  
& ASSOCIATES, INC.

BUTLER AND COMPANY, INC.

Name of Lessee

Name of Lessor

BY: ✓

*William W. Harris, Jr.*  
Signature of Lessee

BY:

*Deborah Stran*  
Signature of Lessor

William W. Harris, Jr., President  
Type or Print Name, include title

DEBORAH STRAN, CREDIT MANAGER  
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:  
BUTLER AND COMPANY, INC.  
8726 Town & Country Boulevard, Suite 205  
Ellicott City, MD 21043

CR  
CLERK

301/1

Mailed to: \_\_\_\_\_

256736

FINANCING STATEMENT FORM UC 3-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated April 17, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PATTERSON: Richard E. and Lisa B. Lord-Patterson

Address 18138 Bilney Drive, Olney, MD 20832

2. SECURED PARTY

Name Arvid, Inc.

Address 600 Water Street, Havre de Grace, MD 21078

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1985 28' Cape Dory Fiberglass Hull # CPDF0381B585

1985 14 HP Universal Diesel Engine # 421029

Home Anchorage/Winter: Annapolis, MD

First Assignee:  
First Commercial Corporation  
303 Second Street  
Annapolis, MD, 21403

Elizabeth Lafferty / Agent  
Second Assignee:  
Liberty Bank For Savings  
Main and Court Streets  
Middletown, CT 06457

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard E. Patterson  
(Signature of Debtor)

Richard E. Patterson  
Type or Print Above Name on Above Line

Lisa B. Lord-Patterson  
(Signature of Debtor)

Lisa B. Lord-Patterson  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Arvid, Inc.  
Type or Print Above Signature on Above Line

RECORDED FEE 12.00  
POSTAGE .50  
#10966 0745 R01 715:46  
APR 30 85

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY  
1985 APR 30 PM 4:16  
E. AUBREY COLLISON  
CLERK

CR  
CLERK

12.50

Mailed to Assignee Arvid Arvid Co  
4-22-85

TO BE RECORDED IN LAND RECORDS (IF CHECKED)

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF

\$ 5,000.00

256506

FINANCING STATEMENT

St. Margarets Texaco  
James E. and Judith A. Hurd, T/A

1. Borrower(s):

Name or Names—Print or Type

181 Revell Highway U.S. Rt. 50 Annapolis, Maryland 21401  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

RECORD FEE 12.00  
RECORD TAX 35.00  
POSTAGE .50

#109 Zip Code MD 21545  
#9 30 85

2. Secured Party:

CHESAPEAKE SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, INC.  
P.O. BOX 708, ANNAPOLIS, MD 21404

3. This Financing Statement covers the following types or property: (Describe or attach separate list if necessary).

All supplies, tools, equipment, machinery parts, other inventory, and accounts receivable now owned and hereafter acquired including (but not limited to):

brake lathe, battery charger, Allen engine tester, wheel alignment machine, small engine analyzer.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

Borrower(s):

St. Margarets Texaco

FOR: CHESAPEAKE S & L ASSOC. OF ANNAPOLIS, INC.

James E. Hurd  
James E. Hurd

BY: *David C. Hancock*  
(Signature of Officer)

Judith A. Hurd  
Judith A. Hurd

David C. Hancock, Vice President  
Print Name & Title

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
CHESAPEAKE S & L ASSOCIATION  
ATTN: Loan Department

Mailed to Secured Party

12.00  
35.50  
35.00

E. AUSTIN COLLISON  
CLERK

1985 APR 30 PM 4:15

RECEIVED FOR RECORDING  
ANNAPOLIS, MARYLAND

CHESAPEAKE  
CLERK

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 256597

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David A. Wegner, Trading as Dart Tree AND STUMP REMOVAL  
Address 1049 Dumbarton Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Trans-American Leasing Corporation  
Address The Steffey Building, STE. 200B  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 12.00  
POSTAGE .50  
#10988.0345 R01 TOP:18  
MAY 1 85

1985 MAY - 1 AM 9:38  
E. AUBREY COLLISON  
CLERK



CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

DAVID A. WEGNER, TRADING AS  
DART TREE & STUMP REMOVAL

*David A. Wegner*  
(Signature of Debtor)  
Type or Print Above Name on Above Line

*owner*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Smith*  
(Signature of Secured Party)

*FRANK J. SMITH*  
Type or Print Above Signature on Above Line

Filed with Anne Arundel County

12.50

David A. Wegner, Trading As:  
 Dart Tree and Stump Removal

Schedule 01

EQUIPMENT LIST

QUANTITY

DESCRIPTION

1	1976 LN 9000 Ford Truck - W 90 KVC 39271 #335
1	556A National Crane w/35' job - 101 total reach w/2500# capacity @ 80°
	Basic crain: "A" type box slide outriggers 18' torsion resisting box high performance winch w/220' 9/16 I WRC spin resistant wire rope downhaul weight & hook dualside operators controls engine throttles & horn 375° rotation tandem pump bolt on mounting brackets Boom: 22 to 56 ft. telescoping boom (3 section) Jib: 21' extension w/14' manual pullout ASH rear stabilizers FSHF - 25 folding front stabilizers AAS audible alert system Independent front & rear controls mounting boom rest body - 20' long w/head board ICC bumper & stake pockets

DAVID A. WEGNER, TRADING AS  
 DART TREE AND STUMP REMOVAL

BY: David Wegner

TITLE: owner

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. [Signature] x

TITLE: px kl. x

Mailed to Secured Party

256593

Financing Statement for Register of Deeds - Uniform Commercial Code		For Filing Officer
<b>1 Debtor(s) (Last Name First) and Address(es)</b> Bennett, Pamela S. Bennett, Lloyd L. 4744F Flanders Lane Harwood, MD 20776 (4942-00-21)	<b>2 Secured Party and Address</b> BROOKFIELD-METCO Community Credit Union 4055 N. 128th St. Brookfield, WI 53005	RECORD FEE 12.00 POSTAGE .50 #10991 0345 R01 TOP:23 MAY 1 85
<b>3 No. of Additional Sheets Presented:</b>		
<b>4 This Financing Statement covers the following types (or items) of Property (Collateral):</b>  1972 Marlette 12 X 70 Mobile Home; Serial #20524		<b>5 Assignee of Secured Party and Address</b>
Proceeds of collateral are covered. Products of collateral are covered unless checked <input type="checkbox"/> If collateral is crops, the crops are growing or to be grown on:		
<b>6</b> Pamela S Bennett SIGNATURE OF DEBTOR - TITLE Lloyd L Bennett SIGNATURE OF DEBTOR - TITLE SIGNATURE OF DEBTOR - TITLE SIGNATURE OF DEBTOR - TITLE	<b>7</b> Carl W Bruner SIGNATURE OF SECURED PARTY OR ASSIGNEE - TITLE Signature of Secured Party permitted in lieu of Debtor's signature: <input checked="" type="checkbox"/> (1) Collateral is subject to a security interest in another jurisdiction, and <input type="checkbox"/> Collateral is brought into this state; <input type="checkbox"/> Debtor's location was changed to this state. (2) For other situations, see s.409.402(2), Wis. Stats.	

12.00  
12.50

(1) Filing Officer Copy—Alphabetical



RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY Mailed to Secured Party  
 1985 MAY -1 AM 9:38  
 E. AUBREY COLLISON  
 CLERK

256599

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Star Electric Company, Inc.

Address 8137 Telegraph Road, Odenton, Maryland 21113

2. SECURED PARTY

Name Daniel E. Klosterman, Jr., Disbursing Agent

Address c/o James P. Koch, Esq., Suite 1910, 36 S. Charles St. Balto., MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

All claims, demands, contract rights, rights to payments, accounts receivable and causes of action against Frederick County, Maryland arising from the performance by the Debtor of electrical contracting work in connection with the construction of the Frederick County Courthouse.

RECORDS FEE 11.00  
POSTAGE .50  
#10973 0345 R01 109:24  
MAY 1 85

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Star Electric Company, Inc.

Sigfried A. Ascherl  
(Signature of Debtor)

Sigfried A. Ascherl, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Daniel E. Klosterman, Jr.  
(Signature of Secured Party) Disbursing Agent

Daniel E. Klosterman

Type or Print Above Name on Above Line



RECEIVED RECORDS  
FREDERICK COUNTY  
1985 MAY - 1 AM 9:39  
E. ALBREY COLLISON  
CLERK

11.00  
50

Mailed to Secured Party

401992

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ~~Orestes Petrides, Inc.~~ Rusty's Deli, INC.  
Address 4730 Mountain Road, Pasadena Maryland 21122

2. SECURED PARTY

Name Nelco Corporation  
Address P.O. Box 537 Laurel Maryland 20707  
Return To: FCA, P.O. Box 503, Balto., Md. 21203  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 Model RC-10SD Amana Microwave Oven  
Serial No. C50992360

1985 MAY - 1 AM 9:39  
E. AUGUSTY COLLISON  
CLERK

- CHECK  THE LINES WHICH APPLY
- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
  - (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
  - (Proceeds of collateral are also covered)
  - (Products of collateral are also covered)

RECORD FEE 11.00  
POSTAGE .50  
#10994 0345 R01 T09:25  
MAY 1 85

RUSTY'S DELI, INC.  
(Corporate or Trade Name)  
[Signature]  
(Signature of Debtor)  
Orestes Petrides  
Type or Print Signature  
  
(Signature of Debtor)  
Type or Print Signature

Nelco Corporation  
[Signature]  
(Signature of Secured Party)  
Howard Nelson, President  
Type or Print Above Signature on Above Line

11.50

Mailed to Secured Party

256738

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated April 22, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Paving Company, Inc  
Address P.O. Box 1073 Crownsville, Md. 21054

2. SECURED PARTY

Name Washington Freightliner, Inc  
Address 4100 41st Street Brentwood, Md. 20722

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1985 Freightliner FLC12064S Serial# 1FVXYDY91FH259872  
1985 R/S 15' Aluminum Dump Body Serial# 85175

RECORD FEE 17.00  
POSTAGE 50  
#10997 0345 ROL 10:29  
MAY 1 85

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement & or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

E. AUBREY COLLISON  
CLERK

1985 MAY - 1 AM 9:39

RECORDED  
CIRCUIT COURT, ANNE ARUNDEL COUNTY



(Signature of Debtor)  
Cunningham Paving Company, Inc  
Type or Print Above Name on Above Line

James Cunningham, Jr.  
(Signature of Debtor)  
James Cunningham, Jr., President  
Type or Print Above Signature on Above Line

William Fenwick  
(Signature of Secured Party)

Washington Freightliner, Inc  
Type or Print Above Signature on Above Line  
William Fenwick, President

Credit Alliance Corp  
P.O. Box 1680  
580 DIGITALIAN Blvd.  
Glen Burnie, Md  
21061

17.00  
50

LIBER - 485 PAGE 153

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 22, 1985

between Washington Freightliner, Inc as Seller/Lessor/Mortgagee  
and Cunningham Paving Company, Inc P.O. Box 1073 Crownsville, Md. (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 107,472.90

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 19 day of April, 19 85

Washington Freightliner, Inc. (SEAL)  
(Seller/Lessor/Mortgagee)

By [Signature]

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc ("Seller") FROM: Cunningham Paving Company, Inc ("Buyer")  
 4100 41st Street Brentwood, Md. 20722 P.O. Box 1073 Crownsville, Md. 21054  
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):  1985 Freightliner FLC12064S Serial# 1FVXYDY91FH259872  1985 R/S 15' Aluminum Dump Body Serial# 85175	(1) TIME SALES PRICE .....	\$ 115,940.90
	(2) Less DOWN PAYMENT IN CASH .....	\$ 8,468.00
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	
	(4) CONTRACT PRICE (Time Balance) .....	\$ 107,472.90

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
P.O. Box 1073 Crownsville, Md. 21054  
 Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of See attached schedule "A" becoming part of CSC Dollars (\$ \_\_\_\_\_)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 5th day of June, 19 85, and continuing on the same date each month thereafter until paid; the first \* installments each being in the amount of \$ \_\_\_\_\_ and the final installment being in the amount of \$ \_\_\_\_\_

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE  
**BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.**

Date: April 22 1985 BUYER(S)-MAKERS(S):  
 Accepted Washington Freightliner, Inc (SEAL) Cunningham Paving Company, Inc (SEAL)  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: [Signature] By: [Signature]  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 By: \_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_  
 CAL 2XD(1-75) (See Instructions on Reverse Side of Last Page) © 1975 CREDIT ALLIANCE CORPORATION

ORIGINAL FOR CREDIT ALLIANCE CORPORATION

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller  
 \_\_\_\_\_ (Witness) By: \_\_\_\_\_ }  
 \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to Secured Par

STATE OF MARYLAND

258600

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated April 22, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Paving Company, Inc  
Address P.O. Box 1073 Crownsville, Md. 21054

2. SECURED PARTY

Name Washington Freightliner, Inc  
Address 4100 41st Street Brentwood, Md. 20722

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1985 Freightliner FLC12064S Serial #1FVXYDY9XFH259871  
1985 R/S 15' Aluminum Dump Body Serial# 85174

RECORD FEE 17.00  
POSTAGE 50  
#11000 0345 PM 109:32

MAY 1 85

machinery, inventory, equipment and goods as described in attached and the Agreement and in any Schedule prepared in connection therewith. This form together with the attached Security Agreement, if any, shall be being submitted for filing herewith as a financing statement.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Cunningham Paving Company, Inc

Type or Print Above Name on Above Line

*James Cunningham, Jr.*  
(Signature of Debtor)

James Cunningham, Jr., President

Type or Print Above Signature on Above Line

Credit Alliance Corp  
P.O. Box 1680  
500 Dignowhan Blvd  
Glen Burnie, Md  
21041

(Signature of Secured Party)

Washington Freightliner, Inc

Type or Print Above Signature on Above Line

William Fenwick, President

CC

1985 MAY - 1 AM 9:39  
E. AUBREY COLLISON  
CLERK

17.50

LIDER - 485 PAGE 157

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 22, 1985,

between Washington Freightliner, Inc, as Seller/Lessor/Mortgagee and Cunningham Paving Company, Inc P.O. Box 1073 Crownsville, Md. 21054 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 107,472.90

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 22 day of April, 1985

Washington Freightliner, Inc (SEAL)

(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc (Seller) FROM: Cunningham Paving Company, Inc (Buyer)
4100 41st Street Brentwood, Md. 20722 P.O. Box 1073 Crownsville, Md. 21054

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):

1985 Freightliner FLC12064S
Serial# 1FVXYDY9XFH259871
1985 R/S 15' Aluminum Dump Body
Serial# 85174

(1) TIME SALES PRICE \$ 115,940.90
(2) Less DOWN PAYMENT IN CASH \$ 8,468.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$
(4) CONTRACT PRICE (Time Balance) \$ 107,472.90

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: P.O. BOX 1073 Crownsville, Md. 21054

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of

See schedule "A" attached hereto and becoming part of CSC\*\*\*\*\* Dollars (\$ \*\*\*\*\*)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 22nd day of April, 19 85, and continuing on the same date each month thereafter until paid; the first \* installments each being in the amount of \$ \* and the final installment being in the amount of \$ \*

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: April 22, 19 85

BUYER(S)-MAKERS(S):

Accepted Washington Freightliner, Inc (SEAL) (Print Name of Seller Here)

Cunningham Paving Company, Inc (SEAL) (Print Name of Buyer-Maker Here)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] (SEAL) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart R. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_  
(Guarantor-Endorser) (L.S.) \_\_\_\_\_ (Guarantor-Endorser) (L.S.)  
\_\_\_\_\_  
(Guarantor-Endorser) (L.S.) \_\_\_\_\_ (Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart R. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law. Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewal thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19 \_\_\_\_\_ (Witness) By: \_\_\_\_\_ (SEAL) Signature of Seller  
(Corporate, Partnership or Trade Name or Individual Signature)  
(Signature: Title of Officer, "Partner" or "Proprietor")

mailed to: Credit Corp Alliance

256739

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dillon's Bus Service, Inc.  
Address 8383 Elvaton Road, Millersville, Maryland 21108

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 17.00  
POSTAGE 50  
#10999 C345 R01 10:32  
MAY 1 1985

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dillon's Bus Service, Inc.

Keith M. Dillon President  
(Signature of Debtor)

Keith M. Dillon, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Larry F. Kimmel, Assistant Sec.  
Type or Print Above Signature on Above Line

1985 MAY - 1 AM 9:39  
E. AUBREY COLLISON  
CLERK

CR  
CLERK

17.50

**CREDIT ALLIANCE CORPORATION**770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021**—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS**

LIBER - 485 PAGE 161

THIS MORTGAGE made the 22nd day of April, 1985 by and between**Dillon's Bus Service, Inc., having its principal place of business at  
8383 Elvaton Road, Millersville, Maryland 21108**"Mortgagor", and **Credit Alliance Corporation** "Mortgagee".**WITNESSETH.**

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee wishes to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Dillon's Bus Service, Inc.  
Mortgagor

*Clarence M. Dillon, Sec*  
Secretary

By *Keith M. Dillon*, President  
(Title)



STATE OF Maryland }  
COUNTY OF Anne Arundel } SS

Keith M. Dillon being duly sworn, deposes and says:

1. He is the President of Dillon's Bus Service, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 19 \_\_\_\_\_

*Keith M. Dillon*

NOTARY PUBLIC

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS

I, \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual)  
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership)  
and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation)  
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

President of Dillon's Bus Service, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 22, 1985 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	New 1985 Western Star Model 4964-2 Dump Truck with 14' J & J Aluminum Dump Body, S/N 912986  The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Dillon's Bus Service, Inc.

By: Keith M. Dillon President

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 476 Page No. 532  
Identification No. 253416 Dated August 17, 1984

1. Debtor(s) { Sherman Scott Dance, Jr.  
Name or Names—Print or Type  
732 Wedeman Ave Linthicum MD 21090  
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank N.A.  
Name or Names—Print or Type  
100 S. Charles St. Baltimore MD 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

FEE 10.00  
#11003 0845 R01 T09:35  
MAY 1 85



RECEIVED FOR RECORD  
CIRCUIT COURT D.A.A. COUNTY  
1985 MAY -1 AM 9:39  
E. AUBREY COLLISON  
CLERK

Dated: \_\_\_\_\_  
Equitable Bank N.A.  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
C. L. Carr Assistant V.P.  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mailed to Secured Party

10.50

LIBER - 485 PAGE 165

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): Patrick, Donald L. Patrick, Martha Lambert 1971 Poplar Ridge Rd. Pasadena, Md. 21122 69-025-1452-9		2. Secured Party(ies) Name(s) and Address(es): Midlantic National Bank 2 Broad St. Bloomfield, N.J. 07003		3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Officer: Date, Time, No. Filing Office
5. This statement refers to original Financing Statement No. <u>1.D. 249787</u>		467-455 BK. 467 Pg. 455		11/10/83 with <u>Anne Arundal</u>

6.  A. Continuation The original Financing Statement bearing the above file number is still effective.  
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.  
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records Section Block Lot

Signature(s) of Debtor(s) (only on amendment) By MIDLANTIC NATIONAL BANK ASST. V.P.  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical (5/82) STANDARD FORM - FORM UCC-3 -- Approved by the Secretary of State of New York, Pennsylvania & Texas

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1985 MAY -1 AM 10:11  
 E. AUBREY COLLISON  
 CLERK

Mailed to Secured Party

12.00  
 50

#11007 C345 R01 110:01  
 MAY 1 85

F/S made  
AAs

256603

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$\_\_\_\_\_

1. Name of Debtor(s) (or Assignor):  
Address:

Evelyn M. Gilbert  
1302 Eva Jude Drive  
Crownsville, Maryland

Secured Interest  
Deed of Trust

2. Name of Secured Party (or Assignee):  
Address:

Suburban Bank  
31 Light Street  
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

Partnership Interests - All of the Debtor's right, title and interest in and to Hanover Partnership, a Maryland General Partnership.

RECEIVED FOR RECORD  
BALTIMORE COUNTY  
1985 MAY -1 AM 10:20  
E. AUBREY COLLISON  
CLERK

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)  
The above-described crops are growing or to be grown on:

RECORD FEE 11.00  
POSTAGE .50  
#88670 C237 R02 T10:17  
MAY 1 85

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s):  
Evelyn M. Gilbert  
Evelyn M. Gilbert

Secured Party: Suburban Bank

By: Marc A. Tohir  
Marc A. Tohir, Assistant Vice President  
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to: Robert C. Fowler, Esquire  
Melnicove, Kaufman, Weiner & Smouse, P.A.  
36 South Charles Street - Suite 600  
Baltimore, Maryland 21201-3060

Mailed to: \_\_\_\_\_

11.00

1150

10828  
K/S [unclear]  
AAB258601

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$ \_\_\_\_\_

Secured Interest, Deed  
of TRUST

1. Name of Debtor(s) (or Assignor):  
Address:

Peter D. Gilbert  
1302 Eva Jude Drive  
Crownsville, Maryland

2. Name of Secured Party (or Assignee):  
Address:

Suburban Bank  
31 Light Street  
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

Partnership Interests - All of the Debtor's right, title and interest in and to Hanover Partnership, a Maryland General Partnership.

RECEIVED IN RECORDS  
CLERK'S OFFICE, BALTIMORE COUNTY  
1985 MAY - 1 AM 10:20  
E. AUBREY COLLISON  
CLERK

CR  
CLERK

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)  
The above-described crops are growing or to be grown on:

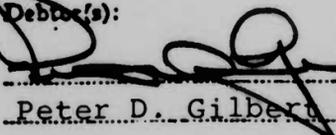
(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

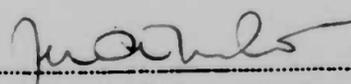
(If products of collateral are claimed). Products of the collateral are also covered.

RECORD FEE 11.00  
POSTAGE .50  
#09671 C237 R02 T10:17  
MAY 1 95

Debtor(s):

  
Peter D. Gilbert

Secured Party: Suburban Bank

By:   
Marc A. Tohir, Assistant Vice President  
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to: Robert C. Fowler, Esquire  
Melnicove, Kaufman, Weiner & Smouse, P.A.  
36 South Charles Street - Suite 600  
Baltimore, Maryland 21201-3060  
Mailed to: \_\_\_\_\_

11.00

11/50

F/S

256605

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$ \_\_\_\_\_

1. Name of Debtor(s) (or Assignor):  
Address:

Gilbert Foods, Inc.  
7251 Standard Drive  
Hanover, Maryland 21076

Secures an Indemnity Deed of Trust recorded in Anne Arundel County

2. Name of Secured Party (or Assignee):  
Address:

Suburban Bank  
31 Light Street  
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

See Attached

RECEIVED FOR RECORD  
CLERK COUNTY ANNE ARUNDEL  
1985 MAY -1 AM 10:20  
E. AUBREY COLLISON  
CLERK

RECORD FEE 17.00  
POSTAGE .50  
488872 C237 R02 T10:18  
MAY 1 1985

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)  
The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

See Attached

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s):

Gilbert Foods, Inc.  
By: Peter D. Gilbert, President

Secured Party:

SUBURBAN BANK

By: *[Signature]*  
Marc A. Tohir, Assistant Vice-President  
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to:

~~Mailed to Secured Party~~

12.00

1750

(a) All chattels on the premises described in Exhibit A intended to be incorporated in the improvements thereon, and all materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, furniture and furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the premises or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerating and freezing equipment, all food preparation and restaurant equipment, air-cooling and air-conditioning apparatus, partitions, ducts, compressors, and other equipment and property used in the operation of the premises whether now located or hereafter placed upon the premises.

(b) All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All contract rights in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described land and improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

~~Mailed to Secured Party~~

(d) All present and future accounts, contract rights, general intangibles, chattel paper, documents, instruments, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, between the parties and to be recorded among the Land Records of Baltimore City, including but not limited to all rights to insurance and condemnation proceeds.

0739g

The land and premises lying and being in the Fifth Election District, Anne Arundel County, State of Maryland described as follows:

BEGINNING for the same on the northwest side of Baltimore-Washington Parkway, four hundred feet (400') wide, at a point being measured North 34 degrees 51 minutes 30 seconds East 400.00 feet along said northwest side of the parkway from the beginning of the first or north 55 degrees 08 minutes 30 seconds West 1050 feet line of that parcel of land which by deed dated January 18, 1965 and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. No. 1828, folio 547, was granted and conveyed by The Maryland Title Guarantee Company, et al, to General Motors Corporation, and running thence with and binding on the northwest side of said parkway, (1) north 34 degrees 51 minutes 30 seconds East 300.00 feet, thence leaving said parkway for five new lines of division as now established, (2) North 55 degrees 08 minutes 30 seconds West 325.00 feet, (3) north 34 degrees 51 minutes 30 seconds East 38.00 feet (4) north 55 degrees 08 minutes 30 seconds West 140.00 feet, (5) South 34 degrees 51 minutes 30 seconds West 338.00 feet and (6) south 55 degrees 08 minutes 30 seconds East 465.00 feet to the place of beginning, containing 3.32 acres of land, more or less, as now surveyed by C. D. Messick, Jr. & Associates, Inc., Registered Civil Engineers and Land Surveyors.

TOGETHER with a right of way 60 feet wide, with the use thereof in common with others for ingress and egress and for all public and private utilities to and from the above described parcel and Race Road, which right of way, 60 feet wide, is described as follows:-

BEGINNING for the southwest side thereof at a point at the end of the third line of the parcel of land hereinbefore described and running thence with the fourth line thereof and an extension thereof north 55 degrees 08 minutes 30 seconds West 685 feet to a point and south 79 degrees 51 minutes 30 seconds West 56.57 feet to a point on the southeast side thereof thence for the southeast side thereof south 34 degrees 51 minutes 30 seconds West 1708 feet to the northeast side thereof, thence for the northeast side thereof north 55 degrees 08 minutes 30 seconds West 993.72 feet to the southeast side of Race Road, the place of ending.

~~BEING the same lot of ground conveyed by Stanbac Realty Company, Inc. to Hearn-Kirkwood, Inc., Peter D. Gilbert, Evelyn M. Gilbert, James O. McWilliams and Anne E. McWilliams, trading as The H-K Joint Venture, a general partnership by Deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.~~

BEING the same lot of ground conveyed by Stanbac Realty Company, Inc. to Hearn-Kirkwood, Inc., Peter D. Gilbert, Evelyn M. Gilbert, James O. McWilliams and Anne E. McWilliams, trading as The H-K Joint Venture, a general partnership by Deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

256606

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES + BARBARA QUOSS  
Address 1030 PARKSLEY BALT, MD. 21223

2. SECURED PARTY

Name ANNAPOLIS SPORTFISHING CNTR INC  
Address P.O. BOX 6569 ANNAPOLIS, MD. 21401

Assigned to Mercury Marine Acceptance Corporation  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) FEB. 1989

4. This financing statement covers the following types (or items) of property: (list)

FM161 BASS BOAT # SEA19671HH85  
HOEL MARINER # 6E9LHH207  
EZ LOADER TRAILER # 1ZE1JCS18EDR29648  
FLASHER RECORDER

RECORD FEE 12.00  
POSTAGE .50  
#11041 C040 R01 T11#45  
MAY 1 85

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

X James R. Quoss  
(Signature of Debtor)

JAMES QUOSS  
Type or Print Above Signature on Above Line

X Barbara Quoss  
(Signature of Debtor)

BARBARA QUOSS  
Type or Print Above Signature on Above Line

Annapolis Sportfishing Cntr.  
(Signature of Secured Party)  
by Maurice A. Fournier  
Type or Print Above Name on Above Line

SR  
CLERK

Mailed to Secured Party

1985 MAY - 1 AM 11:56  
RECEIVED FOR RECORD  
ANNAPOLIS COUNTY

12.3

256607

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)

DAVIS CHRISTOPHER, E  
1224 RIVER BAY RD.  
ANNAPOLIS, MD. 21401

2. Secured Party(ies) and address(es)

MMAC  
7008 SECURITY BLVD  
BALT., MD.

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#11042 0040 R01 11:45  
MAY 1 85

4. This financing statement covers the following types (or items) of property:

1984 RAMPAGE RPL-1900 2M 84E  
1984 MARINER 150 ELPT 650 2208  
1985 SHORELINE TRAILER MODEL # RD19-25

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

By [Signature]  
Signature(s) of Debtor(s)

By [Signature] REGENCY MARINE  
ACQUISITION  
FINANCE AMERICA  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY -1 AM 11:56

E. AUBREY COLLISON  
CLERK



Mailed to Secured Party

1100 5

256603

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don tax indicate amount of taxable debt here. \$ 55,000

If this statement is to be recorded  
in land records check here.

This financing statement Dated April 29, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Beauty Outlet, a Maryland Partnership comprised of Esther Pearlman,  
Name Patricia Pearlman, George Youngworth and Wayne Zuskin  
Address 6750 Baymeadow Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Beauty Mart Enterprises, Inc. and Beauty Mart, Inc.  
Address 2720 Woodcourt Road, Baltimore, Maryland 21209

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Raymond F. Altman, Esquire, Freishtat & Sandler, 1500 One Calvert Plaza  
Building, 201 E. Baltimore Street, Baltimore, Maryland 21202

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(a) All presently existing and after acquired furniture, fixtures and  
equipment located at or to be located at the Debtor's places of business  
listed on Exhibit A hereto and

(b) All proceeds and products of the furniture, fixtures and equipment  
described in the foregoing subparagraph (a) in any form whatsoever,  
including but not limited to insurance proceeds.

RECORD FEE 15.00  
RECORD TAX 35.00  
POSTAGE .50  
#11050 0040 R01 T11:51  
MAY 1 85

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Beauty Outlet, a Maryland Partnership

Beauty Mart Enterprises, Inc.

By: Esther Pearlman  
Esther Pearlman (Debtor)

By: David Spigel (SEAL)  
(Signature of Secured Party)

By: Patricia Pearlman  
Patricia Pearlman (Debtor)

David Spigel, President  
Type or Print Above Signature on Above Line

By: George Youngworth  
George Youngworth (Debtor)

Beauty Mart, Inc.

By: Wayne Zuskin  
Wayne Zuskin (Debtor)

David Spigel (SEAL)  
David Spigel, President (Secured Party)

RECEIVED FOR RECORDING  
1985 MAY -1 AM 11:56  
E. AUBREY COLLISON  
CLERK

15.00  
385.00  
50

EXHIBIT A TO FINANCING STATEMENT  
BETWEEN BEAUTY OUTLET, A MARYLAND  
PARTNERSHIP COMPRISED OF ESTHER PEARLMAN,  
PATRICIA PEARLMAN, GEORGE YOUNGWORTH AND  
WAYNE ZUSKIN ("DEBTOR") AND BEAUTY MART ENTERPRISES,  
INC. AND BEAUTY MART, INC. ("SECURED PARTY")

The following is the list of locations of Debtor's  
places of business:

1. 4159 Patterson Avenue, Baltimore City,  
Maryland 21215.
2. 2229-31 E. Monument Street, Baltimore City,  
Maryland 21205.
3. 109 E. Baltimore Street, Baltimore City,  
Maryland 21202.
4. 400 W. Baltimore Street, Baltimore City,  
Maryland 21201.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256613

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ~~SWEDA INTERNATIONAL INC.~~ HARRY BROWNE'S  
Address ~~XX,~~ 66, STATE CIRCLE ANNAPOLIS MD. 21401

2. SECURED PARTY

Name SWEDA INTERNATIONAL, INC.  
Address 34 MAPLE AVE. PINE BROOK, NEW JERSEY 07058 9769

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_ RECORD FEE 11.00  
POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

#111143 C345 R01 T09:46  
MAY 2 85

ONE MODEL 5810 # 3200060

" " 3456 2630652

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*Edward L. Lavance Jr.*  
(Signature of Debtor)

EDWARD L. LAVANCE, JR. (SEC.)  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Raymond S. Progis*  
(Signature of Secured Party)

SWEDA INTERNATIONAL INC.  
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1045 MD -2 AND 07  
CR  
CLERK

Mailed to Secured Party

11-60  
JG

11.00

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 250017

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated April 19, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EGAN, Betty, F.
Address 648 Breton Place, Arnold, Maryland 21012

2. SECURED PARTY

Name Key Capital Corp.
Address 57 River Street
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1985 Chaparral 278 Aft Cabin Cruiser 26' 6" Beam: 8'
Hull # FEBV0201C585
Engine: 1985 Mercruiser 260 hp, single, gas, serial #
additional equipment: depth finder

RECORD FEE 11.00
0A371-708
MAY 2 85

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

1985 MAY -2 AM 10:07
E. AUBREY COLLISON
CLERK

Handwritten signature of Betty F. Egan

(Signature of Debtor)

Betty F. Egan
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Key Capital Corp.

(Signature of Secured Party)
Key Capital Corp.

Type or Print Above Signature on Above Line

CR
CLERK

NOT SUBJECT TO RECORDATION TAX

Mailed to Secured Party

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 423 Page No. 592  
Identification No. 231916 Dated April 1, 1980

1. Debtor(s) { Alex E. and Margaret Cservek  
Name or Names—Print or Type  
207 W. Hilltop Road, Baltimore, MD 21225 (A.A.Co.)  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50  
#11145 C345 R01 T09:47  
MAY 2 85

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECEIVED FOR RECORD  
BALTIMORE COUNTY, A.A. COUNTY  
1985 MAY -2 AM 10:08  
J.F. CLERK  
E. AUBREY COLLISON  
CLERK  
CR  
CLERK

Dated: APR. 30 1985  
Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

Mailed to: \_\_\_\_\_  
Mailed to Secured Party

AAG  
1350

LIBER -485 PAGE 179

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Harold I. Talkington  
2042 Chesapeake Road  
Annapolis, Md. 21401

2. Secured Party(ies) and address(es)

First Federal Savings & Loan  
Association of Annapolis  
2024 West Street  
Annapolis, Md. 21401

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 252520

Filed with Anne Arundel County Date Filed 7/13/84 1984

RECORD FEE 10.00  
POSTAGE 50

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Model 2500-B International Diesel Backhoe  
w/ROPS Canopy 24" bucket and used 18" bucket  
BCS #3220 Serial #201103

No. of additional Sheets presented:

First Federal Savings & Loan  
Association of Annapolis

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *Annita Kelly*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

CR  
CLERK

Mailed to Secured Party

1985 MAY -2 AM 10:08

E. AUBREY COLLISON  
CLERK





FINANCING STATEMENT FORM UCC-1

Identifying File No. 256622

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated April 26, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Wonderland Records Inc. dba Oceans II Records
Name ~~Wonderland Records~~ ~~184 Main Street, Annapolis, MD 21401~~
Address ~~184 Main Street, Annapolis, MD 21401~~
184 Main St., Annapolis, MD 21401

2. SECURED PARTY
Name ~~3M~~ Minnesota Mining & Mfg. Co., Minnesco Division
Address ~~ST Paul, MN 55144~~ 3M Center, 224-5S-01
~~S.S.S. Div 223-3N~~ St. Paul, MN 55144
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
~~WH 1001 single car radio system~~
~~Silencer WH 1001~~ 3M Brand Electronic Whispertape Alarm System with silencer and dispenser.
~~Dispenser WH 1001~~

RECORD FEE 12.00
#11216 0040 R01 T13:15
MAY 2 85

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)



RECEIVED FOR RECORD
MAY 2 1985
E. AUBREY COLLISON
CLERK

Signature of Debtor: DAVID C. KNEAS, president
Type or Print Above Name on Above Line
Signature of Debtor: MARION KNEAS, treasurer
Type or Print Above Signature on Above Line

Mailed to Secured Party
Signature of Secured Party: Linda Arend, Clerk
Type or Print Above Signature on Above Line

123  
240

FINANCING STATEMENT  
(NOT SUBJECT TO RECORDATION TAX)

FILE NO. 256623

This Financing Statement dated \_\_\_\_\_ is presented to filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR  
Name: Dale H. Moreland  
Address: P.O. Box 97 Galesville MD 20765

2. SECURED PARTY  
Name: J. David Mullinia & Sons Inc.  
Address: 14420 Howard Road, Dayton, MD 21036

3. ASSIGNEE  
Name: SPERRY NEW HOLLAND CREDIT CORPORATION  
~~300 NORTH HOSKINS ROAD~~ Branch 10  
~~RX BOX 33547~~ 500 Diller Ave.  
~~CHARLOTTE NC 28233~~ New Holland, PA 17557

4. Maturity date of obligation (if any) \_\_\_\_\_

5. This Financing Statement covers the following types (of items) of property:

- 1 Massey Fergeson 2135 Tractor S/N Z134757495
- 1 Woods HD315 Rotary Mower S/N 0004686

RECORD FEE 11.00  
POSTAGE .50  
#11218 0040 R01 T13:21

MAY 2 85

CR  
CLERK  
1985 MAY -2 PM 1:24  
RECEIVED FOR COUNTY CLERK COLLISON

Dale H. Moreland  
(SIGNATURE OF DEBTOR)  
Dale H. Moreland  
TYPE OR PRINT SIGNATURE ON ABOVE LINE  
  
\_\_\_\_\_  
(SIGNATURE OF DEBTOR)  
TYPE OR PRINT SIGNATURE ON ABOVE LINE

J. David Mullinia & Sons Inc.  
(SIGNATURE OF SECURED PARTY)  
J. David Mullinia & Sons Inc.  
TYPE OR PRINT SIGNATURE ON ABOVE LINE

Mailed to Secured Party

Anne Arundel  
COUNTY CLERK

STATE OF MARYLAND

LIBER - 485 PAGE 184

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256628

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Parkway Construction, Inc.  
Address 7223 Parkway Drive, Hanover, MD 21076

2. SECURED PARTY

Name Ingersoll-Rand Company  
Address 5681 Main Street, Elkridge, MD 21227

SIGNEE FOR SECURED PARTY: Ingersoll-Rand Financial Corp., 651 Park Avenue, King of Prussia, PA 19406  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

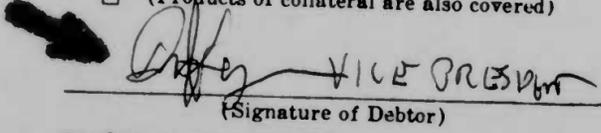
4. This financing statement covers the following types (or items) of property: (list)

(1) Ingersoll-Rand Air Compressor Model P160WJD s/n 144763 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

RECORDED FEE 11.00  
POSTAGE .50  
MAY 2 1985

CHECK  THE LINES WHICH APPLY

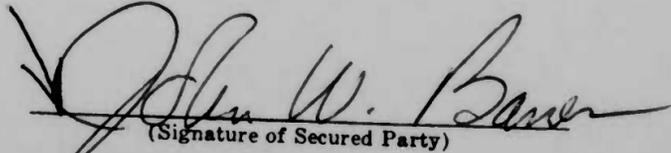
- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

  
(Signature of Debtor)

Parkway Construction, Inc.  
Type or Print Above Name on Above Line

Douglas Legum, V.P.  
(Signature of Debtor)

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

Ingersoll-Rand Company  
Type or Print Above Signature on Above Line  
John W. Banes, Mgr.

1985 MAY -2 11:24  
AUDREY COLLISON  
CLERK

LIBER - 485 PAGE 185

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 251420 Dated March 14th, 1984  
Record Reference Book 472 page 16

2. DEBTOR is:

Name: Jeffrey S. Silbert & Wichawon Vanadit Silbert  
(Last Name First)

Address: 1613 Crownsville Road, Crownsville, Maryland 21032

3. SECURED PARTY is:

Name: The Bank of Glen Burnie

Address: 101 Crain Highway, S.E., Glen Burnie, Maryland 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

SECURED PARTY:

The Bank of Glen Burnie  
Alfreda E. Archer  
Loan Department Supervisor

Dated March 29th, 1985

By: Alfreda Archer (Title)

RECORD FEE 10.00  
POSTAGE .50  
#111220-0345 R01 T13:22

MAY 2 85

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY -2 PM 1:24

S. AUDREY COLLISON  
CLERK

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): George C. Shenk, Jr., and Margaret C. Shenk  
Address: 659 Westphalia Court  
Glen Burnie, Maryland 21061

2. Name of Secured Party: Annapolis Banking & Trust Company  
Address: P.O. Box 311  
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:  
Computer equipment: HP Mouse, 46 060 A; Intergral computer, 9807A ;512K RAM Board;  
HP - UX Technical BASIC, 82 860 J.

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

E. AUBREY COLLISON  
CLERK

1985 MAY - 2 PM 1:43

RECEIVED FOR RECORD  
CLERK T.A.A. COUNTY



RECORD FEE 12.00  
POSTAGE .50  
#83809 C237 R02 T13:43  
MAY 2 85

Debtor(s):

*George C. Shenk, Jr.*  
George C. Shenk, Jr.  
*Margaret C. Shenk*  
Margaret C. Shenk

Secured Party:

Annapolis Banking & Trust Company  
(Type Name of Dealership)

*John M. Suit, II*  
By (Authorized Signature)

John M. Suit, II  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

Mailed to Secured Party

1250-

256630

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Outen Kay C 244 Candlelight Lane Glen Burnie MD 21061	(2) Secured Party(ies) (Name(s) And Address(es): PIEDMONT AVIATION CREDIT UNION P. O. BOX 2720 Winston-Salem, NC <del>27101</del> 27156	RECORD FEE 11.00 POSTAGE 50 #11243 C345 801 T14:24 MAY 2 85 For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. 1984 Microutan # 813400 0		
<input type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) Kay C. Outen	Secured Party(ies) [or Assignees] PIEDMONT AVIATION CREDIT UNION (By) T.C. Welch Gen. Mgr. Manager	
(By) _____ Standard Form Approved by N.C. Sec. of State and other states shown above.	Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	
(1) Filing Officer Copy - Numerical	UCC-1	

RECEIVED FOR RECORD  
 SANDHURST COUNTY, N.C. COUNTY

1985 MAY -2 PM 2:33

E. AUBREY COLLISON  
 CLERK



Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First and Address(es)) <b>PATRICIA E GALLAGHER</b> <b>THOMAS R GALLAGHER</b> Rio Vista MHP Lot 4 1007 Drides Circle LOTHIAN MD 20820	2. Secured Party(ies) Name(s) and Address(es): <b>HOLIDAY HILL</b> 1314 NATIONAL HIGHWAY LAVALE MD 21502	No. of Additional Sheets Presented: _____	3. <input type="checkbox"/> The Debtor is a transmitting utility 73302561 4. For Filing Officer: Date, Time, No.-Filing Office
---	---	---	--

5. This Financing Statement covers the following types (or items) of property:  
**1985 WINDSOR 14 X 80 Ser#18383**  
**"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT."**  
 Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es):  
**GREEN TREE ACCEPTANCE INC.**  
**P O BOX R**  
**UNIONTOWN, PA 15401**

RECORD FEE 12.00  
POSTAGE 50  
MAY 2 85

8. Describe Real Estate Here: **Not subject to recordation tax**  
 This statement is to be indexed in the Real Estate Records.

7.  The described crops are growing or to be grown on.  
 The described goods are or are to be affixed to:  
 The lumber to be cut or minerals or the like (including oil and gas) is on.  
 \*(Describe Real Estate in Item 8.)

9. Name of a Record Owner: \_\_\_\_\_  
 No. & Street \_\_\_\_\_ Town or City \_\_\_\_\_ County \_\_\_\_\_ Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction:  
 when the Debtor's location was brought into this State, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s).

**PATRICIA E GALLAGHER** 551191013  
*Patricia E Gallagher*  
**THOMAS R GALLAGHER** 191445191  
*Thomas R Gallagher*  
 Signature(s) of Debtor(s)  
 By *[Signature]* **GREEN TREE ACCEPTANCE INC.**  
 Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked.)

3/83  
 (1) FILING OFFICER COPY - NUMERICAL  
 STANDARD FORM - FORM UCC-1 - Approved by the Secretary of the Commonwealth of Pa.



RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1985 MAY -2 PM 2:33  
 E. AUBREY COLLISON  
 CLERK

Mailed to Secured Party

(xx) Not Subject to Recordation Tax  
( ) Recordation Tax of \$\_\_\_\_\_ on  
Principal Amount of \$\_\_\_\_\_ is  
enclosed/has been paid (strike  
inapplicable phrase).

For Filing Officer  
File No.: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Analytics Incorporated  
2500 Maryland Road, Willow Grove, PA 19090  
(Name or Names)  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Heritage Savings Association  
Of LESSOR \_\_\_\_\_  
1505 York Rd. Lutherville, Maryland 21093  
(Name or Names)  
(Address)

4. This financing Statement covers the following types (or items) of property:

- One - Mac Intosh XL 512K CPU, One - Mac XL Accessory Kit, One - Max XL Main Frame,
- One - Mac XL 512K Board, One - Imagewriter Printer w/wide carriage and MacAccessary Kit,
- One - 7/7 Software, One - Mac Works Hard Disk Support

Equipment Shipped to: 939 Elkridge Landing, Suite 155,  
Linthicum Heights, Md. 21090

RECORD FEE 11.00  
POSTAGE .50  
#11246 0345 601 114:30  
MAY 2 85

E AUBREY COLLISON  
CLERK  
MAY - 2 PM 2:33  
RECEIVED FOR RECORD  
NOTED FOR COUNTY



5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE Analytics Incorporated

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Edward R. Ferraro  
Edward R. Ferraro, Corporate Vice-President

By: Gordon T. Hill President  
(Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)

Return to: Northfield Savings & Loan  
1844 E. Joppa Rd.  
Baltimore, MD 21234  
Attn: Ron Jobson

(Type or print name of person signing)

Mailed to: \_\_\_\_\_

Financing Statement

1.  To be recorded in the Land Records.
2.  To be recorded among the Financing Statement Records.
3.  Not subject to Recordation Tax.
4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 67,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court of Anne Arundel County.

5. Debtor's Name Address  
Kid's Stuff, Inc. 6711 Fairview Avenue  
Linthicum, Maryland 21090
6. Secured Party Address  
Clifton Trust Bank 10112 York Road  
Cockeysville, Maryland 21090

RECORD FEE 11.00  
RECORD TAX 469.00  
POSTAGE .50  
#00039 C055 R02 115:16  
MAY 2 85

7. This Financing Statement covers the following property and all proceeds and products thereto, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of the Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash, and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of the Debtor (including, without limitation, all notes, notes receivables, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of the Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

CIRCUIT COURT, ANNE ARUNDEL COUNTY

1905 MAY -2 PM 3:18

E. AUBREY COLLISON  
CLERK

11-  
469 5/2

D. Chattel Paper. All of the chattel paper of the Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Debtor assigns and grants to Clifton Trust Bank a security interest in all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of the Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

\_\_\_\_\_

<u>Debtor</u>	<u>Secured Party</u>
KID'S STUFF, INC. (Seal)	_____ (Seal)
By: <u>Laura Black</u> (Seal) Secretary	_____ (Seal)

Mr. Clerk: Please return to Schwarz and Greenblatt, 1300 Equitable Bank Center, 100 South Charles Street, Baltimore, Maryland 21201.

Mailed to Secured Party

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commerical Code.

Debtor and Address

Kid's Stuff of Maryland, Inc.  
Harford Mall  
Belair, Maryland

Secured Pary and Address

Kid's Stuff, Inc.  
6711 Fairview Avenue  
Linthicum, Maryland 21061

3. Assignee of Secured Pary and Address

Clifton Trust Bank  
10112 York Road  
Cockeysville, Maryland

4. This Financing Statement covers the following types (or items) of property:

Inventory, Accounts, General Intangibles, Chattel Paper, All Equipment and Fixtures. The term collateral as used herein means each and all of the items of collateral referred above and the cash and non-cash proceeds of such collateral.

5. Proceeds and products of collateral are covered hereunder.

6. This transaction is exempt from the recordation tax. (Md.)

7. RETURN TO: Schwarz and Greenblatt, 100 South Charles Street, Baltimore, Maryland 21201

DEBTOR

SECURED PARTY

KID'S STUFF OF MARYLAND, INC.

KID'S STUFF. INC.

BY: *Yana Black, Secretary*  
Date Signed by Debtor: *May 4, 1985*

BY: *Yana Black, Secretary*

Mailed to Secured Party

*1150*

E. AUBREY COLLISON  
CLERK

1985 MAY - 2 PM 3:18

RECORDED FOR RECORD  
MAY 2 1985

CR  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
488840 C055 R02 115:17  
MAY 2 85

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)  
South County Construction Co., Inc.  
4803 So. Pollinghouse Road,  
Harwood, Maryland 20776

2. Secured Party(ies) and address(es)  
RAI/Action Leasing Corp.  
225 Marcus Boulevard,  
Hauppauge, N.Y. 11788

3. Maturity date (if any):  
For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#88822 0055 R02 114:29  
MAY 2 85

4. This financing statement covers the following types (or items) of property:

1 1973 Super 4 Forklift Pettibone Serial #4-340

5. Assignee(s) of Secured Party and  
Address(es)

J.D.S. Vendor Services, Inc.  
266 North Franklin Street,  
Hempstead, N.Y. 11550

1985 MAY - 2 PM 3:45  
CLERK  
E. AUBREY COLLISON  
CLERK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

11-50 South County Construction Co., Inc.

RAI Action Leasing Corp.

By: *Michael M. ...*  
Signature(s) of Debtor(s)

By: *[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Mailed to Secured Party

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented: 1/01
1. Debtor(s) (Last Name First) and address(es) American Finance Group, Inc. One Liberty Square Boston, MA 02109	2. Secured Party(ies) and address(es) The First National Bank of Boston 100 Federal Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office) MAY 2 1985 3:15 PM LIBERTY COLLECTOR CLERK

7. This financing statement covers the following types (or items) of property:

The interest of the Debtor, and as Debtor as Successor in interest to AmComp Corporation to the Leases as described in the Rental Schedules attached hereto and the Equipment described therein.

RECORD FEE 11.00  
POSTAGE .50  
MAY 2 1985 11:32  
MAY 2 85

Rental Schedule(s) D-17

Filed With: Clerk of the Circuit Court, Anne Arundel, MD

Products of Collateral are also covered.

Whichever Is Applicable (See Instruction Number 9) 11.50	AMERICAN FINANCE GROUP, INC. By <i>[Signature]</i> Authorized Signer Signature(s) of Debtor (Or Assignor)	THE FIRST NATIONAL BANK OF BOSTON <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)
---	--	--

## UCC ATTACHMENT

## RENTAL SCHEDULE D-17

<u>Qty</u>	<u>Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Equipment Location</u>	<u>Accept Date</u>	<u>Accept Number</u>
	HENKELS & MCCOY, INC.					
1	ITT/Tone Commander Telephone System consisting of:			Bradlees #574	2/13/85	D-51
	1 Key Service unit, 6 cell			6716 Gov. Ritchie Hwy.		
	4 LC-400H cards with recall			Chesapeake Sq. Shop Cnt.		
	3 Touch tone 6 button brown key wall sets			Glen Burnie, MD 21061		
	10 Touch tone 6 button brown key desk sets					
	32 Rotary single line brown trim line wall sets					
	3 Rotary single line brown trim line desk sets					
	7 Extra long handset cords throw key fpr ring assignment					
	Tone Commander ML800 storekeeper					
	1-CF400 main housing & lcf 401 expanding housing					
	1-CP-432 single/regulator card					
	2-CP441 Line Cards tone/rotary (8line)					
	7-CP451 Stations single line or keysets					
	3-CP454 add on conference/paging cards w/instant page/and call park					

Mailed to Secured Party



**FINANCING STATEMENT** FORM UC-1  
**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.**

Identifying File No. \_\_\_\_\_

**SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated April 19, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

**1. DEBTOR**

Name McPADDEN: Kevin W. and Karen L.  
Address P.O. Box 1778, Elizabeth City, NC 27909

**2. SECURED PARTY**

Name First Commercial Corporation  
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1979 36' S 2 Fiberglass Hull # SSU36018M79F

1979 35 HP Volvo Penta Diesel Engine # MD17C11917

First Assignee:  
Society For Savings  
1290 Silas Deane Highway  
Wethersfield, CT 06109

Home Anchorage/Summer: Grasonville, MD  
Winter: Elizabeth City, NC

**CHECK  THE LINES WHICH APPLY**

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

RECORD FEE 12.00

Kevin W. McPadden  
(Signature of Debtor)

Kevin W. McPadden  
Type or Print Above Name on Above Line

Karen L. McPadden  
(Signature of Debtor)

Karen L. McPadden  
Type or Print Above Signature on Above Line

POSTAGE .50  
#88830 C237 R02 J14:44  
MAY 2 1985

June T. Gelsworth Agent  
(Signature of Secured Party)

First Commercial Corporation  
Type or Print Above Signature on Above Line

Mailed to Secured Party

Anne Arnold Co  
4 25 85

12:50

RECORDED IN RECORDS SECTION OF THE COUNTY CLERK'S OFFICE  
1985 MAY -2 PM 3:45  
E. AUBREY COLLISON  
CLERK

CR  
CLERK

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 249213 recorded in Liber 466, Folio 222 on October 3, 1983 (date).

1. DEBTOR(S):

Name(s): Comm Center, Inc.
Address(es): 9624 Ft. Meade Road & Severn Plaza
Laurel, Maryland 20811 608 Ritchie Highway
Space #1
Severna Park, Maryland 21146

2. SECURED PARTY:

Name: Equitable Bank, National Association
Address: 6100 Executive Boulevard
Rockville, Maryland 20852

Person and Address to whom Statement is to be returned if different from above.

Attn: Teresa A. DeWitt
100 S. Charles Street
Baltimore, Maryland 21201

RECORD FEE 10.00

POSTAGE .50
#88907 0055 R02 109:33
MAY 03 85

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. [ ] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [ ] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. [ ] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. [X] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. [ ] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8. Section #4 of the original Financing Statement is amended as follows:
Delete the address of
9624 Ft. Meade Road
Laurel, Maryland 20811
Insert the following address in its place
9636 Fort Meade Road
Laurel, Maryland 20707

CR CLERK

1985 MAY 3 AM 9:45
RECEIVED FOR RECORD
AUDITOR GENERAL COUNTY
E. AUBREY COLLISON
CLERK

DEBTOR: Comm Center, Inc.

SECURED PARTY:

By: Thomas A. Softley, President
Vice-

EQUITABLE BANK, National Association
By: Douglas J. Murphy
Corporate Banking Officer
(Type Name and Title)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 5TH FL.
BALTIMORE, MARYLAND 21201

Mailed to:

10-50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Leonard Blackshear, dba Associated Enterprise Development, Inc. 120 Admiral Cochrane Drive Annapolis, MD 21401	2 Secured Party(ies) and Address(es) Scherers Development, Inc. 6145 Scherers Place Dublin, OH 43017	3 For Filing Officer (Date, Time, Number, and Filing Office)
---	---	---

4 This financing statement covers the following types (or items) of property:

- VIS/16 Voicemail Talker Subsystem Continued:
- 2 VT220-A White Video Terminal with AVO, PCO and VT22K-AA Keyboard Kit
- 2 BC22A-50 Shielded Null Modem Cable
- 1 H9642-FC Expansion Cabinet with Power Controller
- 1 LP11-AA 285 LPM (Like New) with 75' Cable
- 1 MS11-PB 1 MB expansion Memory

RECORD FEE 11.00  
 POSTAGE 50  
 #88912 C237 R02 T10:01  
 MAY 03 85

Check  if covered:  Products of Collateral are also covered No. of additional sheets presented:

Filed with Leonard Blackshear, dba (USE WHICHEVER SIGNATURE LINE IS APPLICABLE)  
 Associated Enterprise Development, Inc. Scherers Development, Inc.  
 By: *Leonard Blackshear* Signature(s) of Debtor(s) By: *Paul C. Keith* Signature(s) of Secured Party(ies)

Filing Office Copy—Alphabetical  
 STANDARD FORM —  
 UNIFORM COMMERCIAL CODE — UCC-1

This form of financing statement is approved by the Secretary of State

Revised, Am. S.B. 161, Eff. 3/15/82  
 anderson publishing co. cincinnati, ohio 45201  
 (REPRINTED 5/83)

RECEIVED FOR RECORD  
 CLERK COUNTY  
 1985 MAY -3 AM 10:02  
 E. AUBREY COLLISON  
 CLERK

CR  
 CLERK

Mailed to Secured Party

115

256640

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 Debtor(s) (Last Name First) and Address(es)</b> Leonard Blackshear, dba Associated Enterprise Development, Inc. 120 Admiral Cochrane Drive Annapolis, MD 21401	<b>2 Secured Party(ies) and Address(es)</b> Scherers Development, Inc. 6145 Scherers Place Dublin, OH 43017	<b>3 For Filing Officer</b> (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #88913 C237 R02 110:01 MAY 03 85
--	--	--

4 This financing statement covers the following types (or items) of property:

- 1 VIS/16 Voicemail Talker Subsystem Including the Following:
- |                              |   |
|------------------------------|---|
| 8 Coupler Line Card          | 1 VIS-8D DID Option for Eight Ports   |
| 16 Analog Line Card          | 1 11X44-FA 1MB Memory, 2 Serial Lines, H9645 FCC Compliant Cabinet              |
| 16 Digital Line Card         | 1 DD11-DK 9 Slot Expansion Backplane  |
| 4 Card Cage Interface Card   | 1 TU58-DA Rack Mountable TU58 - Universal Power Supply                          |
| 1 Unibus Interface Card      | 1 TU58-AA 1600 BPI Tape Drive with Cabinet and Controller                       |
| 1 Operator Alert Card        | 1 RUA81-CA 456MB Winchester Disk Drive with UDA 50 Controller and H9642 Cabinet |
| 1 TCU-150 Date/Time Module   | 1 RA81-AA 456MB Add On Winchester Disk Drive                                    |
| 2 Talker Card Cage           | 2 VT220-A White Video Terminal with AVO, PCO, and VT22K-AA                      |
| 1 Coupler Card Cage          |   |
| 1 System Configuration Panel |   |

Check  if covered.  Products of Collateral are also covered. No. of additional sheets presented:

Filed with  
Associated Enterprise Dev. Inc. **USE WHICHEVER SIGNATURE LINE IS APPLICABLE)**  
Leonard Blackshear, dba Scherers Development, Inc.  
By: *[Signature]* By: *[Signature]*  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Office Copy—Alphabetical  
STANDARD FORM -  
UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is approved by the Secretary of State

Revised, Am. S.B. 161, Eff. 3/15/82  
anderson publishing co. cincinnati, ohio 45201  
(REPRINTED 5/83)

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY -3 AM 10:02

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

1150

FINANCING STATEMENT

256641

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 Ampro Sporting Goods, Inc. 7519 Ritchie Highway  
 Glen Burnie, MD 21061

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Anita L. Evangelisti Baltimore, MD 21201  
 Loan Documentation

RECORD FEE 11.00  
 POSTAGE .50  
 #11305 D040 R01 T10:14  
 MAY 03 85

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Ampro Sporting Goods, Inc.

By: Paul J. Wineke, President (Seal)

\_\_\_\_\_  
 (Seal)

\_\_\_\_\_  
 (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 5TH FL.  
 BALTIMORE, MARYLAND 21201

Mailed to:

RECEIVED FOR RECORD  
 ANNE ARUNDEL COUNTY

1985 MAY -3 AM 10:29

E. AUBREY COLLISON  
 CLERK



11 2 3

FINANCING STATEMENT

1. Name of Debtor: GLADDING CHEVROLET, INC. T/A JBA CHEVROLET  
Address: 7327 Ritchie Highway  
Glen Burnie, Maryland 21061
2. Name of Secured Party: MARYLAND NATIONAL BANK  
1713 West Street  
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items) of property:
  - A. Inventory. All of the Debtor's inventory of motor vehicles acquired by Debtor and leased or held for lease, both now owned or hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. Chattel Paper. All of the Debtor's chattel paper which are leases of motor vehicles, both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected and repossessed vehicles under such leases.
  - C. Motor Vehicles. Each of the motor vehicles acquired by Debtor and thereafter leased by Debtor as lessor, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, and (ii) all cash and non-cash proceeds thereof.
4. Proceeds and products of all of the collateral described in Paragraph 3 above (including the proceeds of all insurance policies) are also covered.

DEBTOR:

GLADDING CHEVROLET, INC., T/A JBA CHEVROLET

By: Joseph B. Aiello

Name: JOSEPH B. AIELLO

Title: PRESIDENT

SECURED PARTY:

MARYLAND NATIONAL BANK

By: Karen M Brown

Name: KAREN M BROWN

Title: SCCO

RECORD FEE 11.00  
POSTAGE .50  
#38930 C237 R02 110:39  
MAY 03 85

PLEASE RETURN TO:

MARYLAND NATIONAL BANK  
326 FIRST STREET SUITE 6  
ANNAPOLIS, MD 21403

Mailed to: \_\_\_\_\_



RECEIVED FOR RECORD  
CIRCUIT COURT, ANN. COUNTY

1985 MAY -3 AM 10:40

E. AUBREY COLLISON  
CLERK

LIBER - 485 PAGE 203

256643

RECORDED FOR RECORD  
CLERK  
1985 MAY -3 AM 10:47  
E. AUBREY COLLISON  
CLERK

This Financing Statement is filed with Office of The Secretary of the State, Uniform Commercial Code Div., 30 Trinity St., Hartford, Conn. 06115

Name and Address of Debtor (Or Assignor)  Marucha TV & Appl Inc. 1355 Odenton Rd. Odenton, MD 21113	Name and Address of Secured Party (Or Assignee)  Emerson Quiet Kool Corp. 400 Woodbine Ave. Woodbridge, NJ 07095	For Filing Officer (Date, Time, Number)
---	--	---

1. This financing statement covers the following types (or items) of property (Describe)

All merchandise sold by Emerson, including, but not limited to Emerson Quiet Kool Air Conditioners and such other goods that may be sold by Emerson, present, past, or hereafter acquired by the debtor, and all chattel paper arising out of the sale of such goods, and proceeds of such goods and chattel paper and all proceeds of insurance arising from the loss of any of the foregoing in which Emerson has a security interest.

Secured inventory not subject to taxation.

RECORD FEE 11.00  
MAY 03 85  
438916 0055 R02 110:09

- 2. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate above or on separate sheet).
- 3. (If applicable) the above goods are to become fixtures on (describe real estate above or on separate sheet) and filing statement is to be filed for record in the real estate records.  
(If debtor does not have an interest of record) the name of the owner is \_\_\_\_\_
- 4.  (If products of collateral are claimed) products of collateral are also covered.  
 Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes.

WHICHEVER IS APPLICABLE

Number of additional sheets presented: \_\_\_\_\_

Signature of Debtor (Or Assignor): *[Signature]*

Signature of Secured Party (Or Assignee): *[Signature]*

(1) Filing Officer Copy - Alphabetical  
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Mailed to Secured Party

CLERK'S NOTATION  
Document submitted for record  
in a condition not permitting  
satisfactory photographic repro-  
duction.

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1 LIBER - 485 PAGE 204 256644  
 Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name United Propane Inc.  
 Address 205 Najoles Rd., Millersville, MD 21108

2. SECURED PARTY

Name Emerson Quiet Kool Corp.  
 Address 400 Woodbine Ave., Woodbridge, NJ 07095

Person And Address To Whom Statement Is To Be Returned If Different From Above. \_\_\_\_\_

3. Maturity date of obligation (if any) \_\_\_\_\_  
 4. This financing statement covers the following types (or items) of property: (list)

All merchandise sold by Emerson including but not limited to Emerson Quiet Kool Air Conditioners, Dehumidifiers and such other goods that may be sold by Emerson presently owned by and hereafter acquired by the debtor from time to time, all chattel paper arising out of the sale of such goods, all proceeds of such goods and chattel paper and all proceeds of insurance arising from the loss of any of the foregoing in which Emerson has a security interest.  
 Secured inventory not subject to taxation.

RECORD FEE 11.00

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)  
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)  
 (Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

POSTAGE #88917 0055 R02 T10:09 .50  
 MAY 03 85

CR  
 CLERK

Mailed to Secured Party

Anthony Pascal  
 (Signature of Debtor)  
 Anthony Pascal, Vice Pres.  
 United Propane Inc.  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Emerson Quiet Kool Corp.  
 Type or Print Above Signature on Above Line

11.00  
 50

1985 MAY -3 AM 10:47  
 E. AUBREY COLLISON  
 CLERK

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code Maturity date (if any):

FOR OFFICE USE ONLY

Debtor(s) Name (Last Name, First) Complete Address

Maturity date (if any):

Anne Arundel County Public Schools  
2644 Riva Road  
Annapolis, MD 21401

FOR OFFICE USE ONLY

LIBER - 485 PAGE 205

Secured Party(ies) and Complete Address

Bankers Leasing Assn., Inc.  
155 Revere Drive  
Northbrook, IL 60062

Assignee(s) of Secured Party and Complete Address

Glencoe National Bank  
333 Park Avenue  
Glencoe, IL 60022

RECEIVED  
ANNE ARUNDEL COUNTY  
1905 MAY -3 AM 10:47  
E. AUBREY COLLISON  
CLERK

256645

CR  
CLERK

This financing statement covers the following types (or items) of property:

SEE SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF.

RECORD FEE 11.00  
POSTAGE .50  
MAY 03 85

LEASE NO M-850334

NO RECORDATION TAX

When collateral is crops or fixtures complete this portion of form.  
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

Mailed to Secured Party

a. ( ) Proceeds of Collateral are also covered. b. ( X ) Products of Collateral are also covered. No. of additional sheets presented. ( )

( ) Filed with Register of Deeds and Mortgages of  
( X ) Filed with the County Clerk of

County. ( ) Secretary of State  
County.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s)

11.00  
ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

BANKERS LEASING ASSOCIATION, INC.

*B. Dotterweich* (abs)  
MR. DOTTERWEICH

*Herbert E. Minds* (abs)  
HERBERT E. MINDS, V.P.

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

REORDER FROM  
Registre, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

DESCRIPTION	MODEL OR FEATURE NO.	SERIAL NO. OR QUANTITY
DIRECT SALE		
20MB DISK SYSTEM	6020	100179
512KB MEMORY	6305	100179
TERM. CONTROLLER	6320	100179
SYSTEM SOFTWARE	6520	010228
TERMINAL	6101	841902
TERMINAL	6101	847204
TERMINAL	6101	843855
TERMINAL	6101	847177
TERMINAL	6101	847279
TERMINAL	6101	843879
029 KEYBOARD	6110	841902
029 KEYBOARD	6110	847204
029 KEYBOARD	6110	843855
029 KEYBOARD	6110	847177
029 KEYBOARD	6110	847279
029 KEYSBOARD	6110	843879
TILT SWIVEL BASE	6105	841902
TILT SWIVEL BASE	6105	847204
TILT SWIVEL BASE	6105	843855
TILT SWIVEL BASE	6105	847177
TILT SWIVEL BASE	6105	847279
TILT SWIVEL BASE	6105	843879
9X1600 TAPE DRIVE	6270	120121
TD CONTROLLER	6275	120121
COMM	6330	100179
160 CPS PRINTER	6440	150069
SYSTEM CABINET	6340	100179
512KB MEM. EXP	6305-2	100179

Mailed to Secured Party

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 421 Page No. 439  
Identification No. 230914 Dated January 29, 1980

1. Debtor(s) { Ernest and Doretha Barnes  
Name or Names—Print or Type  
6210 Eldridge Road, Glen Burnie (A.A.Co.), MD 21061  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>

RECORD FEE 13.00  
POSTAGE .50  
#88934 C055 R02 T10:53  
MAY 03 85

CR CLERK  
RECEIVED  
CREDIT DEPT.  
1985 MAY - 3 AM 10:59  
AUBREY COLLISON  
CLERK  
CR CLERK

APR. 15 1985

Dated: \_\_\_\_\_  
Sears, Roebuck and Company  
Name of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Signature of Secured Party  
Type or Print (Include Title if Company)

Mailed to Secured Party

1300  
~~1300~~  
550

1300

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 423 Page No. 251  
Identification No. 231642 Dated March 14, 1980

1. Debtor(s) Hubert H. and Roe Ann Davis  
Name or Names—Print or Type  
770 Oakdale Circle, Millersville (A.A.Co.), MD 21108  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation .....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release .....<input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment .....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: .....<input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;"><b>Termination</b></p>

RECORD FEE 13.00  
POSTAGE 50  
#80935 C055 R02 T10:54  
MAY 03 85

CR  
CLERK

1985 MAY - 3 AM 10:59  
CR  
CLERK  
RECEIVED FOR RECORDS  
CLERK

APR. 15 1985

Dated: \_\_\_\_\_  
Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

Mailed to Secured Party

1350

1352

GROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 423 Page No. 599  
Identification No. 231923 Dated April 1, 1980

1. Debtor(s) Robert L. and Willie Ann Williams  
Name or Names—Print or Type  
7889-N Cartier Court, Severn (A.A.Co.), MD 21144  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;"><b>Termination</b></p>

RECORD FEE 13.00  
POSTAGE .50  
#88936 COSS R02 T10:54  
MAY 03 85

1985 MAY - 3 AM 10: 59  
E. AUBREY COLLISON  
CLERK  
RECEIVED FOR RECORD  
CLERK

CR  
CLERK

Dated: APR. 15 1985 Sears, Roebuck and Company  
Name of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Signature of Secured Party  
Type or Print (Include Title if Company)

Mailed to Secured Party

13.00  
50

1350

FINANCING STATEMENT

Not Subject to Recordation Tax  
 Subject to Recordation Tax, Principal Amount is \$ \_\_\_\_\_

To Be Recorded in Land Records (For Fixtures Only)

NAME	ADDRESS		
	No.	Street	City State
1. Debtors(s) James H. Mason	102	Granada Road	Pasadena, MD 21122

2. Secured Party  
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station <sup>MD-16</sup> located at ~~319 Sixth St.~~ <sup>Eastport, Annapolis</sup> ~~Eastport, Annapolis~~ <sup>Anne Arundel County, MD</sup>

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station <sup>MD-16</sup>

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~ \_\_\_\_\_

- 5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.  
 (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party:	Debtor(s)
CROWN CENTRAL PETROLEUM CORPORATION	By: <u>James H. Mason</u> <u>James H. Mason</u>
By: <u>N.K. Cooper, Jr.</u>	
Type Name <u>N.K. Cooper, Jr.</u>	
Title <u>Assistant Secretary</u>	

RECORD FEE 11.00  
POSTAGE .50  
#88956 C055 R02 113:14  
MAY 03 85

Type or Print Name and Title of Each Signature



RECEIVED FOR RECORD  
CIRCUIT COURT, ANN. COUNTY

1985 MAY -3 PM 1:16

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

10.50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

**FINANCING STATEMENT**

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**  
and/or its Parent, Affiliates or Subsidiaries

**FILING OFFICER NOTICE:**

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 7104 FURNACE BRANCH RD.  
CITY & STATE: PO BOX 997  
GLEN BURNIE MD 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
JOSEPH PALANCIER AND NELY PALANCIER		04-24-84	
2948 E PIERCE COURT		ACCOUNT NO.	TAB
FT MEADE MARYLAND		890708981	81
20755			

Filed with: CLERK OF COURT AA COUNTY FILE 9593

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**  
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00  
POSTAGE .50  
#11499 045 001 T15#00  
MAY 6 85

1985 MAY -6 PM 3:12  
E. AUBREY COLLISON  
CLERK



**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

**AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**  
(SECURED PARTY)

251990 - Book 473 PG 239

BY Jay M. Kelly  
TITLE APR. 22. 85

Dated: May 10, 1984, 19\_\_

**ACKNOWLEDGMENT COPY**

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 11-80)

Mailed to Secured Party

15927

LIBER - 485 PAGE 212

RECEIVED FOR RECORD  
CLERK COURT HOUSE COUNTY  
1985 MAY - 7 AM 9:32  
CL. AUBREY COLLISON  
CLERK

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

113.2 ..... 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 209596 ..... in Office of L. J. LITTLE (Filing Officer) LIBERTY 300 DAY 506 (County and State)

Debtor or Debtors (name and Address): SPENCER HAMMOND + DELBERT HAMMOND  
1659 Circle Rd.  
DUMFRIES MD. 21044

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By [Signature] Secured Party  
Its Branch Office Manager

Mailed to:

CR  
CLERK

RECORDED FEE 10.00  
POSTAGE .50  
#11572 12345 MN 109:01  
MAY 7 85

UNREGISTERED FINANCIAL CORPORATION  
STATE OF MARYLAND  
CLERK OF COURT  
COURT HOUSE  
BALTIMORE, MD. 21004

256655

FINANCING STATEMENT

TO BE RECORDED AMONG THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO  
RECORDATION TAX

MAINTAINED BY:

- (A) the Maryland State Department  
of Assessments and Taxation
  - (B) Anne Arundel County, Maryland
- AND AMONG THE LAND RECORDS MAINTAINED  
BY ANNE ARUNDEL COUNTY, MARYLAND

This Financing Statement is presented to a Filing Officer  
pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS  
OF DEBTOR:

UNITED PROPERTIES  
(also trading as AIRPORT  
SQUARE TECHNOLOGY PARK)  
c/o Dickinson-Heffner, Inc.  
Box 8691  
Baltimore-Washington International  
Airport  
Baltimore, Maryland 21240  
Attention: F. L. Wilson, Jr.

2. NAME AND ADDRESS  
OF SECURED PARTIES:

THE FIRST NATIONAL BANK OF MARYLAND  
Commercial Real Estate Division  
25 South Charles Street  
Baltimore, Maryland 21201  
Attention: Laura J. Russell  
(BANC 101-820)  
(herein, the "Bank")

and

ANNE ARUNDEL COUNTY, MARYLAND  
Arundel Center  
Northwest and Calvert Streets  
Annapolis, Maryland 21404  
Attention: County Executive  
(herein, the "Issuer")

3. NAME AND ADDRESS  
OF ASSIGNEE OF  
ANNE ARUNDEL COUNTY,  
MARYLAND  
BALTIMORE

MERCANTILE-SAFE DEPOSIT  
TRUST COMPANY, as Trustee  
2 Hopkins Plaza  
Corporate Trust Department  
Baltimore, Maryland 21201  
Attention: Sandra L. Spiro,  
Assistant Vice President

1985 MAY - 3 PM 2:47  
E. AUBREY COLLISON  
CLERK



RECORD FEE 30.00

POSTAGE #8504 C055 R02 T14:43  
MAY 03 85

300  
D

4. This Financing Statement covers the following types (or items) of property):

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever (but not including (i) inventory or work in process, or (ii) consumable goods or trade fixtures or other personal property owned by any tenants occupying all or any portion of the Real Property, as defined below) now or hereafter located or contained in or upon or attached to, the real property located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property or any part thereof, whether now owned or hereafter acquired by the Debtor or others, together with all alterations, additions, accessions, extensions, betterments, and improvements thereto, substitutions therefor and renewals and replacements thereof; and, together with all proceeds thereof, including the proceeds of any and all insurance policies in connection therewith (collectively, the "Equipment Collateral"). The Real Property is also described in a certain Deed of Trust dated as of May 1, 1985, between the Debtor and Patricia A. Brian and Madelyn F. Johannesen, trustees (the "Deed of Trust"), recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore made (but not yet received by the Debtor) or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance

policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any part thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property and the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property and the Equipment Collateral, or any part thereof, both now in existence or hereafter entered into, and all of the contract rights, accounts receivable and general intangibles growing out of or in connection with any and such leases and subleases, together with all proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(e) The interest of the Debtor in the Facility Fund and in the Bond Fund (each as created under and as defined in the Trust Agreement described below), and in the Net Proceeds Escrow Account (created or to be created pursuant to the terms and provisions of the Deed of Trust).

(f) All segregated funds which the Bank may hold for the benefit of the Issuer and its assigns and the Bank as a result of the exercise by the Bank of any set-off rights exercised in connection with the Borrower's Letter of Credit Obligations (as defined in the Loan Agreement and the Letter of Credit Agreement described below) to the Bank, and in any and all segregated funds, securities, instruments, documents and other property held by the Bank as a result of the exercise by the Bank of its rights under any assignment, pledge or security interest granted by the Borrower to the Bank to secure the Borrower's Letter of Credit Obligations to the Bank.

(g) As to the Bank only, the interest of the Borrower in any and all segregated funds, securities, instruments, documents, and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Bank or any of its agents, branches, affiliates, correspondents or others acting on its behalf (this security interest and lien is intended to be in addition to any right of set-off or banker's lien that the Bank may otherwise enjoy under applicable law).

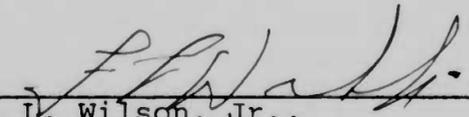
5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Issuer, its successors and assigns, under and pursuant to the Deed of Trust and the Loan Agreement dated as of May 1, 1985, between the Issuer and the Debtor (the "Loan Agreement") as security for a loan made by the Issuer to the Debtor (the "Loan") under and pursuant to the Loan Agreement. Such security interest has been assigned by the Issuer to the Assignee under and pursuant to a Trust Agreement dated as of May 1, 1985 between the Issuer and the Assignee, entered into as security for the Issuer's Anne Arundel County, Maryland Industrial Development Revenue Bonds (Airport Square Tech Park Project), 1985 Series (the "Bonds"), issued pursuant to the Maryland Economic Development Revenue Bond Act. This Financing Statement also gives notice of and perfects a security interest granted by the Debtor to the Bank under and pursuant to the Deed of Trust and the Letter of Credit Agreement dated as of May 1, 1985 between the Bank and the Debtor (the "Letter of Credit Agreement"), pursuant to which Letter of Credit Agreement, the Bank has issued its irrevocable transferable letter of credit to provide payment for and to secure the payment of the Bonds. The security interests granted to the Issuer and to the Bank are in the same security and upon any foreclosure of, or realization upon, the security herein described, the proceeds thereof shall be applied between the Secured Parties in the manner set forth in the Deed of Trust, unless otherwise agreed by the Secured Parties and their assigns.

6. Proceeds and products of the collateral are also covered.

Debtor:

UNITED PROPERTIES  
(also trading as Airport  
Square Technology Park)

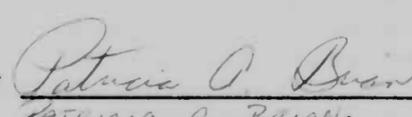
By

  
F. D. Wilson, Jr.,  
General Partner

Secured Party:

THE FIRST NATIONAL BANK OF MARYLAND

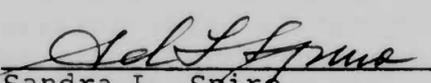
By

  
PATRICIA A. BRIAN,  
Vice Pres

Assignee:

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Trustee

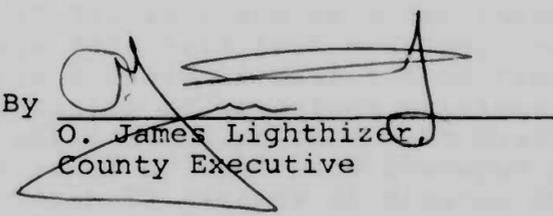
By

  
Sandra L. Spiro,  
Assistant Vice President

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By

  
O. James Lighthizer,  
County Executive

Filing Officer: Return to: Cynthia C. Buescher, Esquire  
Miles & Stockbridge, 10 Light Street,  
Baltimore, Maryland 21202



**COMMONWEALTH LAND®**  
 TITLE INSURANCE COMPANY  
 A Reliance Group Company

File No.

Policy No.

BEGINNING FOR THE SAME at a 3/4 inch pipe set on the easterly side of Nursery Road at the beginning of the land described in the deed from Emily R. Smith and others to Sedwick T. Cromwell, dated February 4, 1974 and recorded among the Land Records of Anne Arundel County in Liber S.H. 8 page 229, said pipe being distant South 78 degrees 22 minutes 50 seconds East 1163.66 feet from a stone heretofore set at the end of the first line of "Lockwoods Adventure, R.H. 1789", running thence binding on the first line of said land conveyed to Sedwick T. Cromwell and continuing to bind on the fourth line of the land described in the deed from William Thomas Gaylor and wife to Sedwick T. Cromwell; dated July 5, 1884 and recorded among said land records in Liber S.H. 24 page 28, and running more or less along the southeast edge of the existing paving of said Nursery Road, in all (1) South 17 degrees 41 minutes 00 seconds West 2939.57 feet to the end of the first line of the land described in the deed from Frankie Wilson to William A. Harting and wife, dated August 23, 1961 and recorded among said Land Records in Liber GTC 1502, page 369, said last mentioned point being distant North 17 degrees 41 minutes 00 seconds East 198.00 feet from the stone heretofore set at the beginning of said last mentioned land, thence binding on the second and third lines of said last mentioned land and binding on the fifth and sixth lines of said land conveyed in Liber S.H. 24 page 28, two courses (2) South 77 degrees 21 minutes 06 seconds East 198.00 feet and (3) South 17 degrees 41 minutes 00 seconds West 198.00 feet to a point on the southwest side of Andover Road, said point being distant South 77 degrees 21 minutes 06 seconds East 198.00 feet from said stone, thence binding on the first line of said land conveyed in Liber S.H. 24 page 28 and continuing to bind on the fourth line of said land conveyed in Liber S.H. 8 page 229 and running more or less along the southwest edge of the existing paving of Andover Road (4) South 77 degrees 21 minutes 06 seconds East 1355.38 feet to the end of the third line of the land described in the deed from Frankie Wilson to Lycester E. Cavey and wife, dated February 26, 1946 and recorded among said Land Records in Liber J.H.H. 349, page 475, thence binding reversely on the third, second and first lines of said last mentioned land and also binding on the fifth, sixth and seventh lines of said land conveyed in Liber S.H. 8 page 229, three courses: (5) North 17 degrees 42 minutes 00 seconds East 997.60 feet to a 1-1/2" pipe set, (6) South 77 degrees 15 minutes 20 seconds East 495.00 feet to a 1-1/2" pipe set and (7) North 17 degrees 42 minutes 00 seconds East 660.00 feet to a stone heretofore set, thence binding on the eighth line of said last mentioned land, (8) South 77 degrees 15 minutes 20 seconds East 991.23 feet to a 48 inch white oak located at the beginning of the North 23 degree 49 minute East 1538.43 foot line of the land as shown on the plat of



LIBER - 485 PAGE 219

**COMMONWEALTH LAND**<sup>®</sup>  
TITLE INSURANCE COMPANY  
A Reliance Group Company

File No.

Policy No.

"Sections A & B, Shipley Heights, dated March 1920 and recorded among the said Land Records as plat no. B-225, in plat book 16 page 9, thence binding on said last mentioned line and binding on the ninth line of said land conveyed in Liber S.H. 8 page 229, (9) North 17 degrees 37 minutes 00 seconds East 1537.22 feet to the stone marked "No. 3", thence binding on the last line of said last mentioned land (10) North 78 degrees 22 minutes 50 seconds West 3043.82 feet to the place of beginning.  
CONTAINING 170.2857 acres of land.

SAVING AND EXCEPTING THEREFROM, HOWEVER, the following conveyances:

Deed dated December 6, 1983 by and between United Properties and Anne Arundel County, Maryland as recorded among the Land Records of Anne Arundel County in Liber 3685, folio 339.

Deed dated December 19, 1983 by and between United Properties and 900 Andover Road Company as recorded among the Land Records of Anne Arundel County in Liber 3676, folio 186.

Deed dated February 12, 1985 by and between United Properties and Interchange Properties, as recorded among the Land Records of Anne Arundel County in Liber 3850, folio 841.

MONUMENTAL TITLE CO.  
Monumental Title Bldg.  
2114 PARK, MD. 21146

Mailed to: \_\_\_\_\_



MARYLAND NATIONAL BANK  
We want you to grow.  
MEMBER FDIC

RECORDING DIVISION  
ANNE ARUNDEL COUNTY

1985 MAY -3 PM 2:49

E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County, MD
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_

Gardiner and Gardiner, Inc.

2111 Baldwin Avenue  
Crofton, Maryland 21114.



6. Secured Party  
Maryland National Bank  
Attention: V. Johnson

Address  
P. O. Box 871  
Annapolis, Maryland 21404

RECORD FEE 11.00  
POSTAGE 50  
#88966 C237 R02 T14:45  
MAY 03 85

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Gardiner and Gardiner, Inc.  
Francis E. Gardiner, Jr. (Seal)  
President

Secured Party  
Maryland National Bank

Peggy A. Hall (Seal)

Peggy A. Hall  
Type name and title  
Commercial Banking Officer

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

SCHEDULE "A"

1 New Caterpillar Track Loader, Model #963LGP, Serial #11Z00625 (E15879)  
Equipped with:

72.8" G/P 2½ cu. yd. Bkt.	3V8703
Bucket Teeth (Set of 8)	3G4013
Bumper	8G7174
Canopy, ROPS	8G1426
Seat, Suspension	8G0840
Starting Aid	7P2724
Vandalism Protection	3W0989
Heater, For Non Cab Equipped	3W1222
Hydraulic System	8G1421
Eng. S/N 07Z12404	7N2330

1 Balderson Clamp Rake, Model #BTXC963, Serial #134709, (E16903)

Mailed to Secured Party

*FE/HP*

F/S

256657

LIBER - 485 PAGE 222

FINANCING STATEMENT

For Filing Officer Use	
File No.....	.....
Date &	.....
Hour.....	.....

Check below if goods are or are to become fixtures.

- TO BE RECORDED IN LAND RECORDS
- TO BE RECORDED IN FINANCING RECORDS

MADISON NATIONAL BANK  
1730 M Street, NW, Washington, DC 20036

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) N/A

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
G & G CAPE ST. CLAIRE, a Maryland General Partnership		c/o Greenberg Realty 8401 Connecticut Ave.,	Chevy Chase, MD	20815

Name of Secured Party or assignee	No.	Street	City	State
Madison National Bank		1730 M Street, NW,	Washington, DC	20036

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

RECORD FEE 20.00  
POSTAGE .50  
#11376 C345 AM 116:22

MAY 03 85

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.  
Street Address: Cape St. Claire Shopping Center  
Cape St. Claire, Maryland
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is N/A

Debtor(s) or assignor(s)

G & G CAPE ST. CLAIRE,  
a Maryland General Partnership

BY: Paul Greenberg  
PAUL GREENBERG, General Partner

BY: Amnon Gershoni  
(Type or print name under signature)  
AMNON GERSHONI, General Partner

BY: Daniel Gershoni  
DANIEL GERSHONI, General Partner

SECURED PARTY:

MADISON NATIONAL BANK (Seal)  
(Corporate, Trade or Firm Name)

BY: Patty Jo Richards, Asst. Cashier  
Signature of Secured Party or Assignee  
Authorized Officer

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

MAY 3 4 24 PM '85  
 AUBREY COLLISON  
 CLERK

20-00  
8

EXHIBIT A

This Financing Statement covers the following types of Property:

A. All of Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Land or the Improvements, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantels, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be erected in or upon the Land; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Land in any manner; and

B. All of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

C. All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, and awards or payments as a result of the exercise of eminent domain or alteration of the grade of any street; and

D. All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral arising from the operation of the premises hereinafter described.

The aforesaid items are included as security in a certain Deed of Trust and Security Agreement and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by Debtor to Secured Party in the amount of \$325,000.00 . All capitalized terms used herein shall have the same meaning as in such Deed of Trust and Security Agreement, unless otherwise defined herein.

The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to or are used in connection with, or will affect, be affixed or be appurtenant to or are used in connection with, property of which the Debtor is the owner of a fee simple estate, as more fully described in "EXHIBIT B" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement hereinabove referenced, together with the Improvements thereon erected.

After recording, return to:  
William M. Hoffman, Jr.  
Linowas and Blocher  
8720 Georgia Avenue  
Box 8728  
Silver Spring, Maryland 20907

All of the land and improvements located in Anne Arundel County (Third Election District), Maryland and described as follows:

BEING known and designated as Lot Twenty-Five (25) on a Plat entitled "Cape St. Claire, Commercial Center", which said Plat is dated May 15, 1950 and recorded among the Land Records of Anne Arundel County in Plat Book No. 22, folio 17.

NOTE: The name of the subdivision reads "Cape Saint Claire Commercial Center" on the aforesaid plat recorded in Plat Book No. 22, folio 17.

Mailed to Secured Party

MARYLAND - UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM UCC-1

Identifying file No. 256658

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alco Gravure, Inc.  
Address 50 Essex Street, Rochelle Park, N.J. 07662

2. SECURED PARTY

Name E.F. Hutton Credit Corporation  
Address 777 Passaic Avenue, Clifton, N.J. 07012

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Two (2) Hyster Model E60 BS Forklift  
S/N B 108V11545F and B 108V11601F

Equip. Location: Alco Gravure, Inc.  
7364 Baltimore and Annapolis Boulevard  
Glen Burnie, MD. 21061

"This is a True Lease transaction. This financing statement is being filed for notice purposes only and should not be construed as creating or evidencing a security interest under the UCC".

RECORD FEE 11.00  
MAY 6 85

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Alco Gravure, Inc.  
(Signature of Debtor)

Type or Print Above Name on Above Line  
John F. Mannon  
(Signature of Debtor)

Type or Print Above Signature on Above Line

J. G. ...  
E.F. Hutton Credit Corporation  
(Signature of Secured Party)

Dist Mgr  
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY -6 AM 10:03

E. AUBREY COLLISON  
CLERK



11-65

Mailed to Secured Party

256659

FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

1. Name of Debtor: CHARLES E. BLAKE CONTRACTORS, INC.  
Address: P. O. Box 647  
Pasadena, Maryland 21122

2. Name of Secured Party: ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION  
Address: 1746-48 York Road  
Ridgely Plaza Shopping Center  
Lutherville, Maryland 21093

3. This Financing Statement covers the following types (or items) of property:

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures of every kind and description, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating and lighting equipment, pipes, pumps, tanks, motors, conduits, refrigerators, plumbing, ventilating, air-cooling and air-conditioning apparatus, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Mortgage dated May 2nd, 1985 from Debtor to Admiral-Builders Savings and Loan Association, all property being located in the Third Assessment District of Anne Arundel County, State of Maryland, said property being known and designated as Lots 6 through 9 Section 45 Boulevard Park situate at Lake Shore as shown on the plat of the property of the Boulevard Realty Company, Incorporated, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 13, folio 36, formerly in Plat Book G.W. No. 1, folio 36.

2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(x) (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

Debtor: CHARLES E. BLAKE CONTRACTORS, INC.  
Secured Party: ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: Charles E. Blake BY: William M. Levy  
Charles E. Blake, President William M. Levy

KARL M. LEVY  
WILLIAM M. LEVY  
ATTORNEYS  
FIDELITY BUILDING  
210 N. CHARLES ST.  
BALTIMORE, MD. 21201

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

Mailed to:

RECEIVED FOR RECORD  
DEPARTMENT OF ASSESSMENTS AND TAXATION  
ANNE ARUNDEL COUNTY  
1985 MAY -6 PM 2:01  
E. AUBREY COLLISON  
CLERK

RECORDED FEE 11.00  
POSTAGE 50  
MAY 5 1985

11.00  
58

256660

FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

1. Name of Debtor: CHARLES E. BLAKE CONTRACTORS, INC.  
Address: P. O. Box 647  
Pasadena, Maryland 21122

2. Name of Secured Party: ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION  
Address: 1746-48 York Road  
Ridgely Plaza Shopping Center  
Lutherville, Maryland 21093

3. This Financing Statement covers the following types (or items) of property:

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures of every kind and description, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating and lighting equipment, pipes, pumps, tanks, motors, conduits, refrigerators, plumbing, ventilating, air-cooling and air-conditioning apparatus, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Mortgage dated May 2nd, 1985 from Debtor to Admiral-Builders Savings and Loan Association, all property being located in the Third Assessment District of Anne Arundel County, State of Maryland, said property being known and designated as Lots 1 through 5 Section 45 Boulevard Park situate at Lake Shore as shown on the plat of the property of the Boulevard Realty Company, Incorporated, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 13, folio 36, formerly in Plat Book G.W. No. 1, folio 36.

2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(x) (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

Debtor: CHARLES E. BLAKE CONTRACTORS, INC.  
Secured Party: ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: Charles E. Blake, President  
BY: William M. Levy

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

1985 MAY - 6 PM 2:01  
E. AUBREY COLLISON  
CLERK

CR  
CLERK



KARL M. LEVY  
WILLIAM M. LEVY  
ATTORNEYS  
FIDELITY BUILDING  
210 N. CHARLES ST.  
BALTIMORE, MD. 21201

Mailed to:

11/20/85

5 of 9

256661

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 2,000,000

If this statement is to be recorded in land records check here

This financing statement Dated May 1, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Twin Coves Limited Partnership

Address 23 West Park Avenue, Merchantville, New Jersey

2. SECURED PARTY

Name The Seamen's Bank for Savings, FSB

Address 30 Wall Street, New York 10005

Mitchell G. Williams, Thacher Proffitt & Wood, 40 Wall Str., New York, NY 10005

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Rider A attached hereto and made a part hereof.

E. AUBREY COLLISON  
CLERK

1985 MAY - 6 PM 2:08

RECORDED FOR RECORD  
COUNTY CLERK

RECORD FEE 22.00

POSTAGE .50

#89054 C237 R02 T14:01

MAY 6 85

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Rider B attached hereto and made a part hereof.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

See Rider C attached hereto and made a part hereof for signature lines.

AFTER RECORDING REMIT TO:  
LEONARD W. HARRINGTON, JR.  
FIRST AMERICAN TITLE INSURANCE COMPANY  
1250 EYE STREET, N.W., SUITE 605  
WASHINGTON, D.C. 20005

2250

RIDER A

*service*

All right, <sup>service</sup> title and interest of Debtor in and to (i) all leases and other agreements affecting the use or occupancy of the premises described in Exhibit A annexed hereto and made a part hereof (hereinafter called the Premises) now or hereafter entered into, (ii) all rents, issues and profits of the Premises, (iii) all awards or payments, including interest thereon, which may be made with respect to the Premises, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said rights), or for any other injury to or decrease in the value of the Premises, (iv) all proceeds of any and all unearned premiums on any insurance policy covering the Premises, and (v) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, and usable in connection with the present or future operation and occupancy of the Premises and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor shall have an interest, now or hereafter located upon the Premises. 9

This UCC-1 Financing Statement is filed in connection with a certain Deed of Trust dated the date hereof in the principal sum of \$2,000,000.00 given by Debtor to Secured Party covering the fee estate of Debtor in the Premises and intended to be duly recorded in Anne Arundel County, Maryland.

## RIDER B

All that certain piece, parcel or tract of land situate in the Fifth Election District of Anne Arundel County, Maryland and being all of the remaining land of that tract conveyed from Fran Realty Inc., Harriet Realty Inc., and Phyllis Realty Inc., all bodies corporate of the State of Maryland to Twin Coves Venture, a partnership created under the Uniform Partnership Act, by deed dated January 4, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2552 at Page 159 and also being shown on a plat entitled "Twin Cove Apartments" recorded among the aforementioned Land Records in Plat Book 44 at Page 43 and being more particularly described as follows:

Beginning for the same at a point on the Ten (10) foot widening line of the northwesterly side of Hammarlee Road as shown on the aforementioned plat, thence extending along said widening line the three (3) following courses and distances.

1. by a curve deflecting to the left having a radius of 1030.00 feet and a length of 355.27 feet, subtended by a chord whose bearing is S 50°17'46" W and whose length is 353.51 feet.
2. S 40° 24' 53" W a distance of 643.15 feet.
3. by a curve deflecting to the right having a radius of 570.00 feet and a length of 577.05 feet, subtended by a chord whose bearing is S 69° 25' 01" W and whose length is 552.72 feet to intersect the fourth line of a tract of land conveyed from the Hammarlee Realty Company to Fran Realty Inc., Harriet Realty Inc., and Phyllis Realty Inc., by deed dated November 16, 1962 and recorded among the aforementioned Land Records in Liber 1612 at Page 478, thence binding on the fourth through the nineteenth line of said description the sixteen (16) following courses and distances.
  1. N 21° 49' 05" E a distance of 63.91 feet
  2. N 36° 59' 05" E 129.00 feet
  3. N 20° 39' 05" E 180.00 feet
  4. N 31° 29' 05" E 172.00 feet
  5. N 58° 59' 05" E 108.00 feet
  6. N 43° 59' 05" E 159.00 feet
  7. N 19° 56' 08" E 115.00 feet
  8. S 28° 03' 52" E 57.35 feet

9. N 06° 06' 08" E 42.29 feet
10. N 62° 30' 31" E 155.00 feet
11. N 62° 27' 32" E 105.00 feet
12. N 79° 30' 32" E 153.00 feet
13. N 35° 05' 32" E 94.00 feet
14. N 46° 35' 32" E 78.00 feet
15. N 48° 54' 32" E 105.69 feet
16. S 29° 55' 58" E a distance of 213.71 feet to the place of beginning

Containing 9.1353 acres of land

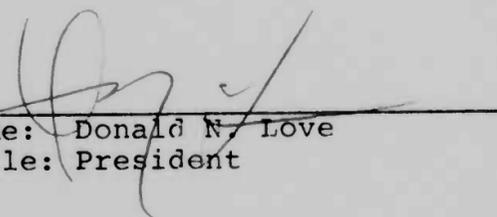
LIBER - 485 PAGE 233

RIDER C

DEBTOR:

TWIN COVES LIMITED PARTNERSHIP  
a New Jersey limited  
partnership

By: SOMMERDALE MANAGEMENT  
CORPORATION, a New Jersey  
corporation its general  
partner

By:   
Name: Donald N. Love  
Title: President

Secured Party:

THE SEAMENS BANK FOR SAVINGS,  
FSB

By: Donald J. Simon, attorney

Mailed to: Leonard T. Harrington

9 of 9

~~RECORDED IN~~  
 NOT TO BE  
RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO  
RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

TWIN COVES LIMITED PARTNERSHIP, a New Jersey Limited Partnership  
 Name or Names—Print or Type  
 23 West Park Avenue, Merchantville, Camden County, NJ 08109  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party:

REALTY FINANCE LIMITED PARTNERSHIP, a New Jersey Limited Partnership  
 Name or Names—Print or Type  
 23 West Park Avenue, Merchantville, Camden County, NJ 08109  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All furniture, fixtures, machinery, appliances, inventory, equipment, and any and all personal property owned by Debtor and located at the Premises described below, whether now owned or hereafter acquired, and all proceeds thereof, including but not limited to the property described on Sheet #1, attached hereto and made a part hereof, and the property listed on Schedule A, attached hereto and made a part hereof.

4. If above described personal property is to be mixed to real property, describe real property.

Twin Coves Apartments  
Anne Arundel County, Maryland

See Schedule B attached hereto and made a part hereof.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

RECORD FEE 22.00  
POSTAGE 50  
#87058 C237 R02 T14:04  
MAY 6 85

DEBTOR(S): TWIN COVES LIMITED PARTNERSHIP, A New Jersey Limited Partnership  
BY: SOMMERDALE MANAGEMENT CORPORATION, A New Jersey Corporation, General Partner

BY: (Signature of Debtor)  
DONALD N. LOVE, President  
Type or Print

(Signature of Debtor)  
Type or Print

REALTY FINANCE LIMITED PARTNERSHIP, A New Jersey Limited Partnership  
BY: PARK AVENUE MANAGEMENT CORPORATION, A New Jersey Corporation, General Partner

BY: (Signature of Secured Party)  
DONALD N. LOVE, President

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address AFTER RECORDING REMIT TO:  
LEONARD W. HARRINGTON, JR.  
FIRST AMERICAN TITLE INSURANCE COMPANY  
1250 EYE STREET, N.W., SUITE 605  
WASHINGTON, D.C. 20005

1985 MAY -6 PM 2:08

E. AUBREY COLLISON  
CLERK



2250

The foregoing includes, but shall not be limited to, all apparatus, fittings, heating, air cooling, air conditioning, freezing, lighting, laundry, incinerating and power equipment and apparatus; all engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing and refrigerating equipment and apparatus; all furnaces, oil burners, or units thereof, vacuum cleaning systems, shades, awnings, screens, storm doors and windows, cabinets, partitions, ducts and compressors, rugs and carpets, draperies, hot water heaters, garbage receptacles and containers above and below ground, typewriters, filing cabinets, janitor supplies, landscaping materials, lawn mowers, tools, any articles of a nature similar to the foregoing, and all future additions to or substitutions for the foregoing or any part thereof.

SCHEDULE A

LIBER - 485 PAGE 236

132 Stoves

132 Dishwashers

132 Garbage Disposals

132 Refrigerators

132 Gas Heating and Electric Air Conditioning Units

Carpeting in each Apartment.

All supplies and equipment used in the operation of the Premises.

SCHEDULE A

SCHEDULE B

All that certain piece, parcel or tract of land situate in the Fifth Election District of Anne Arundel County, Maryland and being all of the remaining land of that tract conveyed from Fran Realty Inc., Harriet Realty Inc., and Phyllis Realty Inc., all bodies corporate of the State of Maryland to Twin Coves Venture, a partnership created under the Uniform Partnership Act, by deed dated January 4, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2552 at Page 159 and also being shown on a plat entitled "Twin Cove Apartments" recorded among the aforementioned Land Records in Plat Book 44 at Page 43 and being more particularly described as follows:

Beginning for the same at a point on the Ten (10) foot widening line of the northwesterly side of Hammarlee Road as shown on the aforementioned plat, thence extending along said widening line the three (3) following courses and distances.

1. by a curve deflecting to the left having a radius of 1030.00 feet and a length of 355.27 feet, subtended by a chord whose bearing is S 50° 17' 46" W and whose length is 353.51 feet.

2. S 40° 24' 53" W a distance of 643.15 feet.

3. by a curve deflecting to the right having a radius of 570.00 feet and a length of 577.05 feet, subtended by a chord whose bearing is S 69° 25' 01" W and whose length is 552.72 feet to intersect the fourth line of a tract of land conveyed from the Hammarlee Realty Company to Fran Realty Inc., Harriet Realty Inc., and Phyllis Realty Inc., by deed dated November 16, 1962 and recorded among the aforementioned Land Records in Liber 1612 at Page 478, thence binding on the fourth through the nineteenth line of said description the sixteen (16) following courses and distances.

1. N 21° 49' 05" E a distance of 63.91 feet

2. N 36° 59' 05" E 129.00 feet

3. N 20° 39' 05" E 180.00 feet

4. N 31° 29' 05" E 172.00 feet

5. N 58° 59' 05" E 108.00 feet

Schedule "B" continued  
Description  
Page 2

LIBER - 485 PAGE 238

6. N 43° 59' 05" E 159.00 feet.
7. N 19° 56' 08" E 115.00 feet.
8. S 28° 03' 52" E 57.35 feet.
9. N 06° 06' 08" E 42.29 feet.
10. N 62° 30' 31" E 155.00 feet.
11. N 62° 27' 32" E 105.00 feet.
12. N 79° 30' 32" E 153.00 feet.
13. N 35° 05' 32" E 94.00 feet.
14. N 46° 35' 32" E 78.00 feet.
15. N 48° 54' 32" E 105.69 feet.
16. S 29° 55' 58" E a distance of 213.71 feet to the place of beginning

Containing 9.1353 acres of land.

DJD/cje

April 1, 1985



Mailed to: Realty Finance

101251161

LIBER - 485 PAGE 239

256663

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Name of Debtor(s) (or Assignor) and address:

abc Security Corporation  
P. O. Box 337, 184 Mayo Road  
Edgewater, Maryland 21037

2. Name of Secured Party (or Assignee) and address:

Second National Building and Loan, Inc.  
Route 50 & Phillip Morris Drive  
Post Office Box 2558  
Salisbury, MD 21801

RECORD FEE 11.00  
POSTAGE .50  
811469 0040 R01 T14:10  
MAY 6 85

3. This Financing Statement covers the following types (or items) of property:

Five (5) phone sets by Cohort.  
ONE (1) Processor module  
COMPLETE INSTALLATION.

4. Check the statements which apply, if any, and supply the information indicated:

The underlying secured transaction is not subject to recordation tax

The underlying secured transaction is subject to recordation tax on the principal amount of \$ 2,000 -

(If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are covered). Proceeds of the collateral are also covered.

(If products of Collateral are covered). Products of the collateral are also covered.

Debtor(s) abc Security Corporation, by,

Secured Party:

Stephen E. Angell  
Stephen E. Angell, President  
abc Security Corporation

BY: Leslie A. Chojnowski  
(Authorized Signature)  
Leslie A. Chojnowski/Asst. Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

DATED: March 5, 19. 85

REV. 2/84

Mailed to Secured Party

RECEIVED FOR RECORD  
COUNTY COURT, A. A. COUNTY

1985 MAY -6 PM 2:10

E. AUBREY COLLISON  
CLERK



11/85

STATE OF MARYLAND  
 FINANCING STATEMENT FORM UCC-1 LIBER - 485 PAGE 240  
 Identifying File No. 256664

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR *Ernie Sumson's*  
 Name *Lee Olds Mobile, Inc*  
 Address *7370 N. Crain Hwy, Pylet Bunde, Md 21061*

2. SECURED PARTY  
 Name *A.T&T INFORMATION SYSTEM INC*  
 Address *1100 Wayne Ave Suite 800 Silver Spring, Md 20910*  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

*Horizon Communication System*

*tax exempt*

RECORD FEE 11.00  
 POSTAGE 50  
 W1485 0345 601 114105  
 MAY 6 85

1905 MAY -6 PM 3:10  
 RECEIVED FOR RECORD  
 JACOB COOK, CLERK  
 E. AUBREY COLLISON  
 CLERK



CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*CHASE COMMERCIAL CORP*  
*560 SYLVAN AVE*  
*ENGLEWOOD CLIFFS, N.J.*

Mailed to: *0763*

*Blanche Burdis*  
 (Signature of Debtor)

*Blanche Burdis, Secy-Treas*  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

~~Mailed to Secured Party~~

*F.A. Riccardo*  
 (Signature of Secured Party)

*F.A. Riccardo, Branch Manager*  
 Type or Print Above Signature on Above Line

*1700*  
*80*

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Homestead Gardens  
Address 743 W Central Ave Davidsonville MD 21035  
(PO Box 188)

2. SECURED PARTY

Name AT+T Information Systems, Inc  
Address 1100 WAYNE Ave, Suite 800  
Silver Spring, MD 20910

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Horizon VS and associated  
telephone equipment.  
tax exempt

RECORD FEE 11.00  
POSTAGE 50  
#11466 C345 R01 114:05  
MAY 6 85

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECEIVED FOR RECORD  
CIRCUIT CLERK, BALTIMORE COUNTY  
1985 MAY 6 PM 3:10  
E. AUBREY COLLISON  
CLERK

CR  
CLERK

X Don E. Riddle Sr.  
(Signature of Debtor)  
Don E. Riddle SR. 1/29/85  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Mailed to Secured Party

F.A. Riccardo  
(Signature of Secured Party)  
F. A. Riccardo Branch Myr  
Type or Print Above Signature on Above Line

11.00  
JC  
Branch Myr

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury

Address State Income Tax Building, Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive  
McLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) IBM 3380 B04 Disk, S/N 78823 together with all additions and accessions thereto, replacements thereof and substitutions therefor.  
Equipment Location: Annapolis Data Center, State Income Tax Building, Annapolis, MD.

RECORD FEE 11.00  
POSTAGE .50  
#11475 0345 R01 T14:18  
MAY 6 85

RECORDED  
MAY -6 PM 3:11  
CLERK COLLISON

CR  
CLERK

1780

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

STATE OF MARYLAND, COMPTROLLER OF THE TREASURY

[Signature]  
(Signature of Debtor)

Philip G. Martin, Director  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Mailed to Secured Party

MUNICIPAL LEASING CORPORATION

[Signature] Director of Contracts  
(Signature of Secured Party)

WILLIAM J. MCLARTY, JR  
Type or Print Above Signature on Above Line

11.00  
58

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

83-484M  
#23

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury  
Address State Income Tax Building, Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation  
Address 8260 Greensboro Drive  
McLean, VA 22102

RECORD FEE 11.00  
MAY 6 85

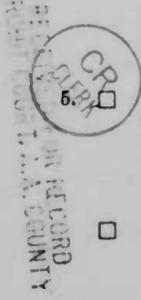
Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

(1) IBM 3380 Disk B04, S/N 78860 together with all additions and accessions thereto, replacements thereof and substitutions therefor.

Equipment Location: Annapolis Data Center, Room 309, Income Tax Bldg., Annapolis, MD 21401

1985 MAY -6 PM 3:11  
E. AUBREY COLLISON  
CLERK



CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1780

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

STATE OF MARYLAND, COMPTROLLER OF THE TREASURY

Mailed to Secured Party

[Signature]  
(Signature of Debtor)  
Philip G. Martin, Director  
Type or Print Above Name on Above Line

MUNICIPAL LEASING CORPORATION

[Signature] Director of Contract  
(Signature of Secured Party) 71.06

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

WILLIAM J. McLARTY, JR.  
Type or Print Above Signature on Above Line

256668

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Wilton Investment Corp. Inc.  
 Address: 450 Revel Highway Route 50  
 Annapolis, Maryland 21401

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
 Address: 8701 Georgia Avenue  
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
 Inventory. All of the inventory of the Debtor, of every type or description, now owed and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

- (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
 The above-described goods are affixed or to be affixed to:

RECORDED FILE 111111  
 POSTAGE .50  
 #11479 0345 R01 114#28  
 MAY 6 85

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s):

.....  
 Wilton Investment Corp. Inc.  
*Arthur Cerasani pres*  
 Arthur Cerasani, Pres.  
 .....

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Secured Party:

1st AMERICAN BANK OF MARYLAND

By: *Wayne R. Frazier Sr.*  
 Wayne R. Frazier Sr./Branch Officer  
 Type Name and Title)



RECEIVED FOR RECORD DEPT. OF COURT BALTIMORE COUNTY

1985 MAY -6 PM 3:11  
 GUBREY COLLISON  
 CLERK

Mailed to Secured Party

*11*  
*W*  
*de*

MARYLAND TERMINATION STATEMENT

Date April 29, 1968

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: William & Sharon Tracey
148 Hammerlee Rd Apt F
Glen burnie, Md 21061

2. Secured Party and address (Type complete corporate name): Thorp Credit Inc
7966 Crain Hwy
Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:
Liber 455 Page 120

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Financial Services
(TYPE COMPLETE CORPORATE NAME)

By: Samuel J Wilson MANAGER

(Type signature below name)

AK 2/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

1985 MAY - 6 PM 3:11
E. AUBREY COLLISON
CLERK

RECORDED & INDEXED
MAY 6 1985
CLERK

10.00
.50
#11480 2345 R01 T14:30
MAY 6 85

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256669

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ryan Financial Services, Inc.
Address 1 Parkway Drive; Bldg. #114; 7257 Parkway Drive; Hanover, MD 21076

2. SECURED PARTY

Name PITTSBURGH NATIONAL LEASING CORP.
Address 5th Ave. & Wood Street; Pittsburgh, PA 15222

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
MAY 16 1985

See eq. outlined on attached Exhibit C-4. Said eq. leased to Ryan Financial Services, Inc. per assignment of eq. lease between Ryan Homes, Inc. and Pittsburgh National Leasing Corp. dated 8/11/83. The filing of this financing statement is precautionary only, and should not be construed as evidence of the intent of the parties to enter into any transaction other than that of a lease.

County of Anne Arundel

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
MAY 16 1985
E. AUBREY COLLISON
CLERK

- (Proceeds of collateral are also covered) - Lessee not authorized to dispose of leased eq.
(Products of collateral are also covered)

(Signature of Debtor)
Ryan Financial Services, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)
Pittsburgh National Leasing Corp.
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11.00

11.00
50

HARDWARE SYSTEM AGREEMENT LIBER - 485 PAGE 247  
 EXHIBIT C -4  
 DESCRIPTION OF EQUIPMENT

COBE Corporation and Ryan Financial Services, Inc.

Office Location: One Parkway Drive Bldg. #114  
 7257 Parkway Drive  
 Hanover, Maryland 21076

<u>Model #</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>WANG COMPUTER EQUIPMENT:</u>				
MVP-P5	256KB CPU/30MB Winchester Disk	1 @	\$19,000.00	\$19,000.00
2229	Cartridge Tape Drive	1 @	N/C	N/C
22C32	Triple Controller (CRT/printer/disk)	1 @	N/C	N/C
2236MXE	Four-Port Terminal Multiplexer	1 @	N/C	N/C
2236MXE	Four-Port Terminal Multiplexer	1 @	1,400.00	1,400.00
2336DW	Integrated DP/WP Workstation	5 @	2,100.00	10,500.00
2281W	Wang Daisy Printer/Plotter	2 @	4,500.00	9,000.00
2211M	Printer Multiplexer	1 @	1,000.00	1,000.00
BFT-1	Bidirectional Tractor Feed	1 @	300.00	300.00
TOTAL WANG EQUIPMENT				\$41,200.00
<u>WANG COMPUTER SUPPLIES:</u>				
719-6051	Gothic Printwheels (3/box)	2 @	20.00	40.00
279-8009-5	Peripheral Table	1 @	375.00	375.00
279-5204-6	2281W Printer Ribbons (6/box)	4 @	17.00	68.00
725-1227	Data Cartridge (for 2229 Tape Drive)	5 @	32.50	162.50
120-2336-01	100 Foot Terminal Cable	4 @	65.00	260.00
TOTAL WANG SUPPLIES				\$ 905.50
<u>COBE EQUIPMENT/SUPPLIES:</u>				
	AJ1256 Direct Connect Modem	1 @	875.00	875.00
	25 Foot Modem Cable	1 @	45.00	45.00
TOTAL COBE EQUIPMENT/SUPPLIES				\$ 920.00
TOTAL COMPUTER EQUIPMENT & SUPPLIES				\$43,025.50
LESS DISCOUNT:				(\$ 3,872.29)
TOTAL EXHIBIT "G"				<u>\$ 39,153.21</u>

Mailed to Secured Party

March 15, 1985

Contract Date

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s) (or Assignor): Kevin J. Wayson and Morgan W. Wayson  
 Address: 120 Owensville Road  
 West River, MD 20778

2. Name of Secured Party (or Assignee): MARYLAND NATIONAL BANK  
 Address: P. O. Box 2659  
 Salisbury, Maryland 21801

3. This Financing Statement covers the following types (or items) of property:  
 1985 254 Mako #MRKP0403B585 NEW  
 1985 Twin Johnson Outboards #'s 6136121 6135559  
 1985 Load Rite 25T-5300 #1PHEAJW26F1003001

RECORD FEE 12.00  
 POSTAGE .50  
 #11489 C345 901 1148-49  
 MAY 6 85

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)  
 The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
 The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s):  
 \_\_\_\_\_  
 Kevin J. Wayson  
 \_\_\_\_\_  
 Morgan W. Wayson

Secured Party:  
 MARYLAND NATIONAL BANK  
 By: \_\_\_\_\_  
 Carol D. Mason, Credit Manager  
 Type Name and Title

RECEIVED FOR RECORD  
 CLERK  
 CR  
 1985 MAY -6 PM 3:11  
 E. AUBREY COLLISON  
 CLERK

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Maryland National Bank at address shown in 2. above)

12.00  
 8

Mailed to Secured Party

Mailed to: \_\_\_\_\_

FINANCING STATEMENT FORM UCC-1

Identifying File No. 8504012

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 256671

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 4/6/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William S. Emrich, Jr.  
Address 622 Lakeland Road S., Severna Park MD 21146

2. SECURED PARTY

Name Charles A. Murray ITF Nash  
Address 10014 N. Dale Mabry, Suite 101, Tampa, FL 33618

MAIL TO: Business Leasing Associates, Inc., 1520 King Street, Alexandria, VA 22314  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/6/88  
4. This financing statement covers the following types (or items) of property: (list)

1 AUDIOTEL 1000 CELLULAR PHONE WITH HANDSET  
SN# 13800007110

RECEIVED FOR RECORD  
DEPARTMENT OF CLERK  
1985 MAY -6 PM 3:11  
E. AUBREY COLLISON  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
#11490 C345 #01 T14:50  
MAY 6 85

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Mailed to: Mailed to Secured Party

X William S. Emrich, Jr.  
(Signature of Debtor)

Charles A. Murray  
(Signature of Secured Party)

William S. Emrich, JR.  
Type or Print Above Signature on Above Line

Charles A. Murray  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Greatway Transfer & Express, Inc.  
Address: 1650 Crofton Blvd.  
Crofton, Maryland 21114

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

RECEIVED FOR RECORD  
ST. LOUIS, MO. COUNTY  
MAY -6 PM 3:11  
E. AUSREY COLLISON  
CLERK

3. This Financing Statement covers the following types (or items) of property:  
Accounts. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

RECORD FEE 11.00  
POSTAGE .50  
#11491 0345 R01 T14:51  
MAY 6 85

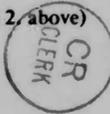
Debtor(s): Greatway Transfer & Express, Inc. Secured Party:

*A. Jeanette Hodges, Vice Pres.*  
A. Jeanette Hodges, Vice Pres.

1st AMERICAN BANK OF MARYLAND  
By: *Wayne R. Frazier*  
Wayne R. Frazier Branch Officer  
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)



Mailed to Secured Party

11.00  
0.50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

**FINANCING STATEMENT**

Assignee(s) of Secured Party and Address(es)	Secured Party: NAME: <u>AVCO FINANCIAL SERVICES</u>		FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
	ADDRESS: <u>7164 E FURNACE BR SER</u> <u>GLEN BURNIE, MD 21061</u>			
CITY & STATE: _____				
DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT		
<u>WILLIAM AND EDITH SHANNON</u>		<u>12-27-82</u>		
<u>1429 ISTD RD</u>		ACCOUNT NO.	TAB	
<u>GLEN BURNIE, MD 21061</u>		<u>697607829</u>	<u>29</u>	8407

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD 21061

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

1985 MAY - 6 PM 3:12  
 E. AUDREY COLLISON  
 CLERK



RECORD FEE 10.00  
 POSTAGE .50  
 #11500 C45 R01 T15#01  
 MAY 6 85

**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial Service      245720  
 (SECURED PARTY)  
 BY Jayne R. Raley      Dated: Liben 457 P6565, 19\_\_\_\_  
 TITLE Apr 22, 1985

ACKNOWLEDGMENT COPY  
 Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.  
 19-1255 (5-81)

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

**FINANCING STATEMENT**

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**  
and/or its Parent, Affiliates or Subsidiaries

**FILING OFFICER NOTICE:**

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 7164 Furnace Branch Rd  
CITY & STATE: Glen Burnie Md. 21061

DEBTOR(S) (AND ADDRESSES) <b>Robert H. Botts</b>		DATE OF THIS FINANCING STATEMENT <b>11-11-83</b>	
<b>7978 Noll Park Crt 103</b>		ACCOUNT NO.	TAB
<b>Glen Burnie Maryland</b>	<b>21061</b>	<b>693803407</b>	<b>07</b>

Filed with: Clerk of Court AA County file 9033

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**  
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECEIVED FOR RECORD  
 CLERK OF COURT AA COUNTY  
 1985 MAY - 6 PM 3:12  
 E. AUBREY COLLISON  
 CLERK



RECORD FEE 10.00  
POSTAGE .50  
#11501 C345 #01 T15:02  
MAY 6 85

**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

**AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**  
(SECURED PARTY)

Book 449 Pg. 521 I# 250576

BY [Signature]  
TITLE

Dated: 4/22, 19 85

**ACKNOWLEDGMENT COPY**

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 11-80)

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

**FINANCING STATEMENT**

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**  
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7164 e furnacebr rd  
CITY & STATE: GLEN BURNIE, MD

**FILING OFFICER NOTICE:**

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
<u>CURTIS G JESTER</u>	<u>08-04-83</u>
<u>301 WILSON BLVD</u>	ACCOUNT NO.    TAB
<u>GLEN BURNIE, MD 21061</u>	<u>395205840    40</u>
<u>CLERK OF CRT ANNE ARUNDEL OC</u>	

8861

Filed with:

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**  
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)



RECEIVED FOR RECORD  
 ANNE ARUNDEL COUNTY  
 1985 MAY -6 PM 3:12  
 AUBREY COLLISON  
 CLERK  
 RECORD FEE 10.00  
 POSTAGE .50  
 #11502 0345 ROL 115/02  
 MAY 6 85

**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

**AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**  
(SECURED PARTY)

BY Mary Boyant Admin Asst  
TITLE

Lib 415 B 32 II# 248645  
Dated: 4/17 19 85

**ACKNOWLEDGMENT COPY**

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)  
**FINANCING STATEMENT** Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**  
 and/or its Parent, Affiliates or Subsidiaries

**FILING OFFICER NOTICE:**

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 7164 E FURNACE BE RD  
 CITY & STATE: GLEN BURNIE, MD 21061

DEBTOR(S) (AND ADDRESSES)	PHILIP A AND JULIE FOOLE		DATE OF THIS FINANCING STATEMENT
	1223 D SCOTS MANOR CRT		4-9-84
	ODENTON, MD, 21113	ACCOUNT NO.	TAB
CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD 21401		691008437	37 9560

Filed with: \_\_\_\_\_ Proceeds and Products of the collateral are also covered. *7/5/84*

This Financing Statement covers the following types (or items) of property:

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;  
 (b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

DE AUBREY COLLISON  
 CLERK  
 1985 MAY - 6 PM 3:12  
 RECEIVED FOR RECORD  
 ANNE ARUNDEL COUNTY



RECORDED-FEE 10.00  
 7/7/83 0845 604 113-02

**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

**AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**  
 (SECURED PARTY)

BY Joseph Boyce, Administrator Dated: 4/30, 19 85  
 TITLE

**ACKNOWLEDGMENT COPY**  
 Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.  
 19-1209 (REV. 11-80)

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code Maturity date (if any):

FOR OFFICE USE ONLY

LIBER - 485 PAGE 255

Debtor(s) Name (Last Name, First) Complete Address

FOSTER YACHT SALES, INC.  
Dayton Trubee's  
South River Rte. 2  
Leeland Rd., Box 90B  
Edgewater, Md. 21037

Maturity date (if any):

FOR OFFICE USE ONLY

256678

Secured Party(ies) and Complete Address

OCEAN COUNTY NATIONAL BANK  
501 Arnold Avenue  
Point Pleasant Beach, N.J. 08742

Assignee(s) of Secured Party and Complete Address

This financing statement covers the following types (or items) of property:

1926 42' Elco Boat Hull #2206

RECEIVED FOR RECORD  
OCEAN COUNTY  
1985 MAY - 7 AM 9:32  
E. AUBREY COLLISON  
CLERK

RECORD FEE 12.00  
POSTAGE .50  
#11526 0345 R01 T08:55  
MAY 7 85

When collateral is crops or fixtures complete this portion of form.  
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

CR  
CLERK

Mailed to Secured Party

a. (X) Proceeds of Collateral are also covered. b. (X) Products of Collateral are also covered. No. of additional sheets presented. ( )

( ) Filed with Register of Deeds and Mortgages of County. ( ) Secretary of State

( ) Filed with the County Clerk of Barnegat County.

Signature(s) of Debtor(s)  
FOSTER YACHT SALES, INC.

JOHN HAN FOSTER, Pres.

DARLYN FOSTER, Sec.

Signature(s) of Secured Party(ies) or Assignee(s)  
OCEAN COUNTY NATIONAL BANK

Kathleen H. Czarniewski  
KATHLEEN H. CZARNIEWSKI

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

Debtor or Assignor Form

FINANCING STATEMENT

April 29, 1985

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal Amount is \$.....

To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Donald Miller

154 Defense Highway  
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 14700 Main Street  
Upper Marlboro, Maryland 20772

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1979 J.I. Case 580 C Tractor Loader Backhoe  
Serial #: 8983051

RECORDED FEE 11.00  
POSTAGE .50  
#11527 0345 R01 T08:56  
MAY 7 85

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1985 MAY -7 AM 9:32  
E. AUBREY COLLISON  
CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

*Donald Lee Miller*  
Donald Lee Miller

THE FIRST NATIONAL BANK OF MARYLAND

BY *Kathy J. Foster*  
Kathy J. Foster  
Retail Loan Manager

CR  
CLERK

FNB 0850

Type or print names under signatures

Mailed to Secured Party

Anne Arundel Co.  
a/c 01750

LIBER - 485 PAGE 257

M# <u>28425A</u>		<b>FINANCING STATEMENT</b>		File No. <u>256677</u>	
This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.					
<u>DEBTOR</u>			<u>SECURED PARTY</u>		
J.H. Holt & Sons 4722 Sands Rd. Harwood, MD 20776			ALBAN TRACTOR CO. INC. 8531 Pulaski Highway Baltimore County, Maryland 21237		
County: - <u>Anne Arundel County</u>					
<b>ASSIGNEE OF SECURED PARTY:</b>					
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Md. 21061					
This financing statement covers the following items of personal property:					
		MANUFACTURER	MODEL	TYPE	SERIAL NO.
1	New	Caterpillar	953	Tractor Loader	76Y01011
					RECORD FEE 11.00
					POSTAGE .50
					#11328 0345 801 708:57
					MAY 7 85
					1985 MAY -7 AM 9:32 E. AUGUSTY COLLISON CLERK
					CR CLERK
This transaction is exempt from the Recordation Tax.					
Date: _____		Proceeds of Collateral are covered.			
<u>DEBTOR</u>			<u>SECURED PARTY</u>		
J.H. Holt & sons			ALBAN TRACTOR CO., INC.		
By: <u>James A. Holt</u>			By: <u>Mark N. Welsh</u>		
James H. Holt (Type Name and Title)			Mark N. Welsh, Credit Manager (Type Name and Title)		
Return to: <del>ALBAN TRACTOR CO. INC. P.O. BOX 9525, BALTIMORE, MD 21237</del>					

FS 10M 1/78 Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Md. 21061

Mailed to: \_\_\_\_\_

~~Mailed to Secured Party~~

256680

FINANCING STATEMENT

LIBER - 485 PAGE 258

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 53,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) Address(es)  
 Vincenti's Inc. t/a Giuseppes Pizza 1900 Fairfax Road, #6  
 Annapolis, Maryland 21401 RECORD FEE 12.00

6. Secured Party Address  
 First Federal Savings and Loan Association of Annapolis, 2024 West Street  
 Attention: Raymond L. Sleater, V.P. (Type name & title) Annapolis, Maryland 21401 RECORD TAX 371.00  
 MAY 7 85

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors Vincenti's Inc., t/a Giuseppes Pizza  
 ✓ Perry Campanaris (Seal) \_\_\_\_\_ (Seal)  
 Perry Campanaris, President  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to First Federal Savings and Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

Form 669 (7/82)

Mailed to Secured Party  
 RECEIVED FOR RECORD  
 CIRCUIT COURT, ANNE ARUNDEL COUNTY  
 1985 MAY -7 AM 9:32  
 E. AUBREY COLLISON  
 CLERK  
 12.00  
 371.00  
 88

ANBA

LIBER - 485 PAGE 259

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

4189 ..... 1985

RECORD FEE 10.00  
POSTAGE .50  
#11533 0345 001 109:02  
MAY 7 85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 832490 ..... in Office of *Lawrence A.A. Co. Md.* (Filing Officer) (County and State)

Debtor or Debtors (name and Address):  
*William J. + Eva Ridgely  
409 B. Secluded Post Circle  
Chen Burne, Md. 21011*

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.



RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY  
1985 MAY -7 AM 9:32  
E. AUBREY COLLISON  
CLERK

..... Secured Party  
By *K. T. H.* ..... Mailed to  
Its Branch Office Manager

72955

LIBER - 485 PAGE 260

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

11/29/85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 84B2288  
liber 451 PAGE 382  
Debtor or Debtors (name and address):

LAFFINIAE  
(Filing Officer)

AA Co. MD.  
(County and State)

EUGENE W. SEALINGS + CAROLINE D. SEALINGS  
105 LANGWOOD RD  
GLEN BURKE MD 21061

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By: [Signature] Secured Party  
Its Branch Office Manager

RECORD FEE 10.00  
POSTAGE 1.50  
MAY 7 1985  
#11534 0345

FEDERAL FINANCE CORPORATION  
SUBSIDIARY COMPANIES  
7382 RICHIE HWY.  
GLEN BURKE, MD. 21061

Mailed to:

Form 91 MD (3-79)



RECEIVED FOR RECORD  
CUMBERLAND COUNTY

1985 MAY -7 AM 9:32

E. AUBREY COLLISON  
CLERK

85056

LIBER - 485 PAGE 261

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

4/29 ..... 19 85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 24311A ..... in Office of *Larrimore* *AA Co Md.* (County and State)  
Debtor or Debtors (name and Address): *RONALD D + BEVERLY WONG*  
*360 Monticello Ct.*  
*Old Lyme Md. 21061*

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By *[Signature]* ..... Secured Party  
Its Branch Office Manager

Mailed to: \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE 50  
FILING 0345 011 07-03  
MAY 7 85

Form 91 MD (3-79)

RECEIVED FOR RECORD  
CLERK OF DISTRICT COURT

1905 MAY -7 AM 9:32

CR  
CLERK

E. AUBREY COLLISON  
CLERK

86/989

LIBER - 485 PAGE 262

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

1189 ..... 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. AH050 ..... in Office of Lawrence A. Co. Md. (County and State)  
(Filing Officer)

Debtor or Debtors (name and Address):

Ardenek W. Banks  
6455 Garden Drive  
Chesapeake, Md. 20741

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By [Signature] Secured Party  
Its Branch Office Manager

RECORD FEE 10.00  
POSTAGE .50  
#1536 0345 MAY 7 1985

HOUSEHOLD FINANCE CORPORATION  
AND SUBSIDIARY COMPANIES  
1902 BRIDGE HWY.  
GLEN BETHES, MD. 21061

Form 91 MD (3-79)

RECEIVED FOR RECORD  
CLERK OF DISTRICT COURT  
BALTIMORE COUNTY

1985 MAY -7 AM 9:32

CR  
CLERK

E. AUGHEY COLLISON  
CLERK

85141

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

..... 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 243885 ..... in Office of ... AA Co. (County and State)  
Debtor or Debtors (name and Address): Frederick M. Barton + Mary Barton  
One Laurel Dr.

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By ..... Secured Party  
Its Branch Office Manager

RECORD FEE 10.00  
POSTAGE .50  
#1157 0345 RM 709-03  
MAY 7 85

RECORDS & CLERK  
SHERIFF'S OFFICE  
ALLEGANY COUNTY

1985 MAY -7 AM 9:32  
E. AUBREY COLLISON  
CLERK



STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

4/30 ..... 19 85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 819582 ..... in Office of *Larry Miller* (Filing Officer) *AA Co MD* (County and State)

Debtor or Debtors (name and Address): *Libes 891 Perry 299*  
*Kenard + Shirley Wilbore*  
*2959 B and Army Dr*  
*44 Maple Rd 20155*

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By *[Signature]* Secured Party  
Its Branch Office Manager

RECORD FEE 10.00  
POSTAGE 1.50  
#1578 0345 01 J07 84  
MAY 7 85

Form 91 MD (3-79)

RECEIVED FOR RECORD  
HARFORD COUNTY

1985 MAY -7 AM 9:32

E. AUBREY COLLISON  
CLERK



HOUSEHOLD FINANCE CORPORATION  
100 SINGMASTER COMPANIES  
1000 MIDDLE HWY.  
P.O. BOX 1000  
PARKVILLE, MD. 21081

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 254784

RECORDED IN LIBER 480 FOLIO 165 ON 11/2/84 (DATE)

1. DEBTOR

Name GARY & KAREN DENTON

Address 335 CNSTANT AVE. SEVERN, MD. 21144

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address 7528 RITCHIE WHY. GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>
	<p>RECORD FEE 10.00 POSTAGE .50 #11544 0345 R01 T09:13 MAY 7 85</p>	

1985 MAY - 7 AM 9:32  
E AUBREY COLLISON  
CLERK



Dated 5/1/85

*Michelle L. Morrison*  
(Signature of Secured Party)  
MICHELLE L. MORRISON  
Type or Print Above Name on Above Line

Mailed to Secured Party

Arundel  
12.50

256681

LIBER - 485 PAGE 266

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

- 1. Lessee Arthur T. Linck  
T/A Arundel Communications  
Name or Names  
800 Bentwillow Drive  
Glen Burnie, Maryland 21061  
Address - Street No. City-County State Zip Code
- 2. Lessor The Equipment Leasing Company  
Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

- 1 TIF 1200 Service Monitor
- 1 TIF 04 Battery

RECORD FEE 12.00  
POSTAGE .50  
M11546 C345 R01 T09:14  
MAY 7 85

RECEIVED  
E. ARNOLD COLLISON  
1985 MAY 7  
AM 9:32



Lessee: Arthur T. Linck  
T/A Arundel Communications

Lessor:  
THE EQUIPMENT LEASING COMPANY

Arthur T. Linck  
(Signature of Lessee)

G. Arnold Kaufman  
(Signature of Lessor)

ARTHUR T. Linck OWNER  
(Type or Print) (Include Title)

G. ARNOLD KAUFMAN, VICE PRESIDENT  
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:  
The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.



Mailed to Secured Party.

120  
80

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 478

Page No. 213

Identification No. 254028

Dated September 27, 1984

1. Debtor(s) { Products Support, Inc.  
 Name or Names—Print or Type  
8331 Bristol Court, Jessup, Maryland 20794  
 Address—Street No., City - County State Zip Code

2. Secured Party { The Citizens National Bank  
 Name or Names—Print or Type  
390 Main Street, Laurel, Maryland 20707  
 Address—Street No., City - County State Zip Code

RECORD FEE 10.00  
 POSTAGE .50  
 #11522 C345 R01 T08#500  
 MAY 7 85

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><input type="checkbox"/> <b>A. Continuation</b> .....          The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> <b>B. Partial Release</b> .....          From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> <b>C. Assignment</b> .....          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> <b>D. Other:</b> .....          (Indicate whether amendment, termination, etc.)           Amendment</p>

Additional Collateral:

- 1 - Tooling package for Mori Seiki MV-80
- 1 - IBM Personal Computer Proto Verify (TM) Tape Prep system
- 1 - Strippit point to point conversion
- 1 - 120/300 Baud Modem with communications software s/n 427501

1985 MAY -7 AM 9:30  
 COLLISON  
 CLERK



Products Support, Inc.  
Robert E. Wheeler, President  
 Date: April 30, 1985

The Citizens National Bank  
 Name of Secured Party  
Martin A. Sharpless  
 Signature of Secured Party  
Martin A. Sharpless, Exec. Vice Pres.  
 Type or Print (Include Title & Company)

Mailed to Secured Party

256682

LIBER - 485 PAGE 268

*J*

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 Debtor(s) (Last Name First) and Address(es)</b> Corman Construction, Inc. 700 T Street, NE Washington, DC 20018	<b>2 Secured Party(ies) and Address(es)</b> Associates Commercial Corporation 1604 Santa Rosa Rd., Suite 137 Richmond, VA 23288	<b>3 Maturity date (if any):</b> For Filing Officer (Date, Time, Number, and Filing Office)
<b>4 This financing statement covers the following types (or items) of property: No \$ INVOLVED</b> THIS STATEMENT FILED FOR INFORMATION PURPOSES ONLY: Change of Address to: Corman Construction, Inc., 8111 Annapolis Junction Road, Jessup, MD 20794-0160 One (1) Komatsu Model GD605A-2 Motor Grader SN/56030 One (1) Komatsu Model D65E Crawler Dozer SN/32533 One (1) Komatsu Model D355A Crawler Dozer SN/2442 One (1) Komatsu Model GD655 Motor Grader SN/66013		<b>5 Assignee(s) of Secured Party and Address(es)</b> RECORD FEE 11.00 POSTAGE .50 #11525 0745 001 70154 MAY 7 85

Original filed in District of Columbia  
 This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: Anne Arundel County

By: \_\_\_\_\_ Associates Commercial Corporation  
 Signature(s) of Debtors) By: *Patrick M. Corman* Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical 603469 Rev. 12-80

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY -7 AM 9:31

CR  
CLERK

Mailed to Secured Party

B. AUBREY COLLISON  
CLERK

Anne Arundel County

STATE OF MARYLAND

FINANCING STATEMENT

LIBER - 485 PAGE  
FORM UCC-1

269

Identifying File No. 256683

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. Paul Leonard, Inc.

Address 1007 Shire Ct. Crofton, Maryland 21114

2. SECURED PARTY

Name L. B. Smith, Inc.

Address P O Box 8658 Baltimore, Maryland 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1-USED MASSEY FERGUSON Model MF400 Crawler Loader

Machine S/N 2100100227

SECURED PARTY NOT SUBJECT TO RECORDATION TAX

RECORD FEE 11.00  
POSTAGE .50  
#11549 C.345 901 109#16  
MAY 7 85

E. AUBREY COLLISON  
CLERK

1985 MAY - 7 AM 9:31

RECEIVED FOR RECORD  
CLERK OFFICE, ANNE ARUNDEL COUNTY

CHECK  THE LINES WHICH APPLY

CR  
CLERK

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. Paul Leonard, Inc.  
(Signature of Debtor)

J. Paul Leonard, Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

L. B. Smith, Inc.  
(Signature of Secured Party)

L. B. Smith, Inc. Business Manager  
Type or Print Above Signature on Above Line

STATE OF MARYLAND  
LIBER - 485 PAGE 270 256684  
FORM UCC-1 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. Timothy Nippes  
Address 73 Maryland Ave., Annapolis, MD 21401

2. SECURED PARTY

Name L.B. Smith, Inc.  
Address P.O. Box 8658, Baltimore, Maryland 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

**One (1) Bomag Compactor BW-170-D S/N 88736**

RECORD FEE 11.00  
POSTAGE .50  
#11548 0345 R01 109#15  
MAY 7 85

**Secured not subject to recordation tax.  
To record a lease only with the title to be retained by L.B. Smith, Inc.**

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*J. Timothy Nippes*  
(Signature of Debtor)

**J. Timothy Nippes**  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

*[Signature]*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD  
CLERK  
1985 MAY -7 AM 9:31  
E. AUBREY COLLISON  
CLERK

256685

LIBER - 485 PAGE 271

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):  
McClellan, Bruce E. & Carol R.  
314 Old Line Avenue  
Laurel, Maryland 20707

(2) Secured Party(ies) (Name(s) And Address(es):  
The State National Bank of  
Maryland  
11616 Rockville Pike  
Rockville, Maryland 20850

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

RECORD FEE 12.00  
POSTAGE .50  
#11622 D040 R01 J11:42  
MAY 7 85

(5) This Financing Statement Covers the Following types [or items] of property.

All Accounts, including accounts receiveable of Debtor, now existing or hereafter arising including without limitation, all debts arising out of the sale by Debtor of goods and/or services in the form of an open account, Promissory Note, Chattel Paper Draft. Trade Acceptance, other Instruments for the payment of money of any other form.

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

*Bruce Edward McClellan*  
Bruce Edward McClellan

*Carol Rowan McClellan*  
Carol Rowan McClellan  
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]  
The State National Bank of Maryland

(By) *Gregory Cole*  
Gregory Cole, Assistant Vice President  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

12.5

UCC-1

RECEIVED  
CLERK

1985 MAY -7 AM 11:46

E. AUBREY COLLISON  
CLERK

CP  
CLERK

Maher & Maher  
305 Compton Ave  
Laurel, Md  
Mailed to: \_\_\_\_\_ 20707

256686

maryland national bank

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Dayton Trubee & Co., Inc. Address(es) 58 Leeland Road  
Edgewater, Maryland 21037

6. Secured Party Maryland National Bank Address 326 First Street  
Suite 6  
Annapolis, Maryland 21403  
Attention: L. S. Seidl

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Dayton Trubee & Co., Inc.  
Dayton O. Trubee (Seal)  
President

Secured Party  
Maryland National Bank  
Karen M. Brown (Seal)  
Sr. Consumer Credit Officer

RECORD FEE 11.00

Type name and title POSTAGE .50

#11639 035 R01 T14#04

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

MAY 7 85

Mailed to Secured Party

1985 MAY -7 PM 2:05  
E. AUBREY COLLISON  
CLERK

CR  
CLERK

10.50  
Fees

LIBER - 485 PAGE 273

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

May 6 ..... 19 85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 238472 ..... in Office of W. Garrett Larrimore  
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

David W. Briemann  
8431 Garland Road  
Pasadena, MD. 21122

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corp. ....  
Secured Party

By *W. A. [Signature]* .....  
Its Branch Office Manager

16 E. Lombard ST  
BALTIMORE, MD 21202

RECORD FEE 10.00  
POSTAGE .50  
#11643 0040 R01 T14419  
MAY 7 85

Form 91 MD (3-79)

RECEIVED FOR RECORD  
CLERK

1985 MAY -7 PM 2:22

E. AUBREY COLLISCH  
CLERK



10.50

158740

FINANCING STATEMENT

- 1. Names and Addresses of Debtors: LOUIS HYATT, INC.  
1919 West Street  
Annapolis, Maryland 21401  
  
HYATT FAMILY LIMITED  
PARTNERSHIP  
1919 West Street  
Annapolis, Maryland 21401
- 2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate and Mortgage Banking  
Department  
10 Light Street  
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 2, 1985 from Debtors to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtors of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation tax on the principal sum of \$300,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtors:

LOUIS HYATT, INC.

By Louis Hyatt  
Louis Hyatt  
President

Secured Party:

MARYLAND NATIONAL BANK

By Richard C. Jacobs  
Richard C. Jacobs  
Mortgage Loan Officer

1985 MAR -7 PM 2:31  
C. MORTGAGE BANK

CR  
CLERK

RECORD FEE 23.00  
POSTAGE 50  
MAY 11 1985

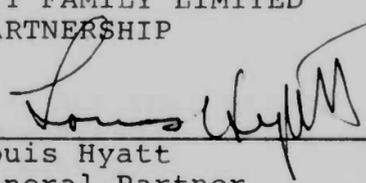
2300  
2/2

Debtors: (CONTINUED)

LIBER - 485 PAGE 275

HYATT FAMILY LIMITED  
PARTNERSHIP

By

  
\_\_\_\_\_  
Louis Hyatt  
General Partner

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE  
ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

PROPERTY DESCRIPTION

ALL that parcel or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

PARCEL NO. 1: ALL that lot of ground in the Sixth Election District of Anne Arundel County, Maryland and described as follows:

BEGINNING for the same at the beginning point of the conveyance from Samuel Schenker, et al to Nick T. Samaras and Sara Samaras, his wife, by deed dated April 3, 1959 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.T.C. No. 1285, folio 113; said point being also in the westerly line of Part 2 of the conveyance from Aleatha Gertrude Kyler to Samuel Schenker, et al, by deed dated March 6, 1959 and recorded in Liber G.T.C. No. 1278, folio 589; THENCE from the place of beginning so fixed and running across Part 2 and Part 1 of said conveyance from Kyler and with the south line of the conveyance to Samaras, reversely, as corrected to Annapolis Grid North South  $65^{\circ}27'50''$  East 157.27 feet; THENCE with part of the division line between Part 1 and Part 3 of the conveyance from Kyler, and with the east line of said conveyance to Samaras, reversely and corrected as aforesaid North  $20^{\circ}28'30''$  East 299.86 feet to intersect the south right of way line of West Street, as shown on the State Roads Commission's Plat No. 19831; THENCE leaving the conveyance to Samaras and running with said right of way line along a regular curve to the left, having a radius of 1230.90 feet, a chord of South  $68^{\circ}39'22''$  East 58.51 feet, an arc length of 58.52 feet to a bend in said right of way line; THENCE still with said right of way line South  $19^{\circ}58'55''$  West 10.33 feet to another bend; THENCE along a regular curve to the left having a radius of 1241.23 feet, a chord of South  $70^{\circ}03'35''$  East 1.80 feet, an arc length of 1.80 feet to the intersection formed by the said right of way line with the east line of Part 3 of said conveyance from Kyler; THENCE leaving said right of way line and running with part of the east line of Part 3, South  $19^{\circ}14'20''$  West 340.04 feet to the northeast end of a 30 foot right of way leading across said Schenker, et al, property to Lee Street; THENCE leaving said line of Part 3 and running with the north side of said 30 foot right of way across Part 3, Part 1 and Part 2 aforesaid, North  $62^{\circ}42'30''$  West 231.14 feet to the west line of Part 2 aforesaid, said point being located South  $62^{\circ}42'30''$  East 146.96 feet from the east side of Lee Street; THENCE leaving said 30 foot right of way and running with part of said west line of Part 2, North  $27^{\circ}34'$  East 35.02 feet to the place of beginning; CONTAINING 0.65 acres, more or less. HAVING the right to the use in common with others of the 30 foot right of way lying southerly from and contiguous to the North  $62^{\circ}42'30''$  West 231.14 feet line of the above described, and also with the use in common of said 30 foot right of way as it continues westerly to the east side of Lee Street. BEING part of Parts 1, 2 and 3 of the above mentioned conveyance from Kyler to Schenker, et al, and as described by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in May, 1962.

BEING the same property which by deed dated May 31, 1962 and recorded among the Land Records of Anne Arundel County in Liber 1597, folio 37, was granted and conveyed by Samuel Schenker, et al to LOUIS HYATT INCORPORATED, a body corporate of the State of Maryland.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of said property as was conveyed by LOUIS HYATT, INC. to SNYDER PIPE AND SUPPLY CO., INC., by deed dated November 9, 1966, and recorded among the Land Records of Anne Arundel County in Liber 2023, folio 38, containing 0.14 of an acre, more or less.

PROPERTY DESCRIPTION  
(CONTINUED)

PARCEL NO. 2: ALL that lot of ground in the Sixth Assessment District, Anne Arundel County, Maryland and described as follows:

BEGINNING for the same at a point located in the south right of way line of West Street as shown on State Roads Commission Plat #19831 and at the end of the North 20°28'30" East 299.86 foot line of the conveyance from Samuel Schenker, et al to Louis Hyatt, Inc., by deed dated May 31, 1962 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1597, folio 37, said point of being further located at the beginning of the South 23°52'30" West, 300.0 foot line of the conveyance from Samuel Schenker, et al, to Nick T. Samaras and Sara Samaras, his wife, by deed dated April 3, 1959 and recorded among the said Land Records in Liber GTC No. 1285, folio 113; THENCE running from the place of beginning so fixed and leaving said West Street and running with the said South 23°52'30" West, 300.0 foot line of the said conveyance recorded in Liber GTC No. 1285, folio 113 and also running with part of the North 20°28'30" East, 299.86 foot line of the said conveyance recorded in Liber LNP No. 1597, folio 37, reversely, South 20°28'30" West 259.14 feet to a point located at the end of the South 69°31'30" East, 22.0 foot line of the conveyance from Nick T. Samaras and Sara Samaras, his wife to Louis Hyatt, Inc. by deed dated April 21, 1972 and recorded among the said land records in Liber 2487, folio 649; THENCE with said line reversely North 69°31'30" West 22.0 feet to the beginning of said line; THENCE with part of the North 20°28'30" East 80.97 foot line of the above conveyance recorded in Liber 2487, folio 649, reversely, South 20°28'30" West 39.16 feet to intersect the South 65°27'50" East 157.27 foot line of the conveyance from Snyder Pipe and Supply Co., Inc. to Nick T. Samaras and Sara Samaras, his wife, by deed dated August 28, 1969 and recorded among the said Land Records in Liber 2297, folio 355; THENCE with part of said line reversely North 65°27'50" West, 4.67 feet to a point; THENCE running through the above mentioned conveyance to Samaras recorded in Liber GTC 1285, folio 113 and running with the southeast wall of a building situated on the remainder of the said conveyance to Samaras recorded in Liber GTC 1285, folio 113, and with the northwest wall of an existing building situated on the herein described property North 20°27'09" East 299.41 feet to intersect the south right of way line of West Street; THENCE with the same with a curve to the left having a radius of 1,230.0 feet and a chord bearing and distance of South 66°25'39" East 26.82 feet for an arc length of 26.83 feet to the place of beginning. CONTAINING 7,127 square feet, more or less.

BEING the same property which by deed dated November 1, 1983 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 3658, folio 654 was granted and conveyed by SARA K. SAMARAS and MARIA K. SAMARAS unto HYATT FAMILY LIMITED PARTNERSHIP (f/k/a HYATT ASSOCIATES).

PARCEL NO. 3: ALL that lot of ground in the Sixth Assessment District, Anne Arundel County, Maryland and described as follows:

BEGINNING for the same at a point located in the South right of way line of West Street as shown on a State Road Commission Plat #19831, and at the end of the North 20°27'09" East 299.41 foot line of Exhibit A in the Agreement of Sale dated July 26, 1982 between Sara K. Samaras and Maria K. Samaras, seller, and Hyatt Associates, Buyer, recorded among the Land Records of Anne Arundel County in Liber 3545, folio 496; THENCE running from the place of beginning so fixed and leaving said West Street and running with said line reversely South 20°27'09" West 299.41 feet to a point located at the beginning of said line; THENCE continuing with the outlines of said Agreement of Sale reversely South 65°27'50" East 4.67 feet to a point located in the North 20°28'30" East 80.97 foot line of the conveyance from Nick T. Samaras and Sara Samaras, his wife to Louis Hyatt, Inc., by deed dated April 21, 1972 and recorded among the Land Records of Anne Arundel County in Liber 2487, folio 649; THENCE with part of said line reversely South 20°28'30" West 41.81 feet to a point located on the North side of a 30 foot right of way; THENCE with the North side of the said

PROPERTY DESCRIPTION  
(CONTINUED)

LIDER - 485 PAGE 278

30 foot right of way and also running with part of the North 62°42'30" West 162.02 foot line of the conveyance from Snyder Pipe and Supply Company, Inc. to Nick T. Samaras and Sarah Samaras, his wife, by deed dated August 28, 1969 and recorded among the said Land Records in Liber 2297, folio 355, North 62°42'30" West 61.00 feet to a point; THENCE leaving said 30 foot right of way and running through the above mentioned conveyance to Samaras recorded in Liber 2297, folio 355 and also running through the conveyance from Samuel Schenker, et al to Nick T. Samaras and Sara Samaras, his wife, by deed dated April 3, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1285, folio 113, North 22°33'05" East 338.76 feet to a point located in the South right of way line of West Street; the said last described line having passed through the center line of a party wall of a building located on the property of said Nick and Sara Samaras; THENCE with the right of way line of said West Street South 61°15' East 14.68 feet to a point of curve; THENCE with a curve to the left having a radius of 1230 feet for an arc length of 29.05 feet to the place of beginning. CONTAINING 0.39 acres, more or less.

BEING the same property which by deed dated November 1, 1983 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 3658, folio 664, was granted and conveyed by SARA K. SAMARAS and MARIA K. SAMARAS unto HYATT FAMILY LIMITED PARTNERSHIP, (f/k/a HYATT ASSOCIATES).

PARCEL NO. 4: ALL that lot of ground in the Sixth Assessment District, Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point which marks the beginning of the North 20°28'30" East 299.86 foot line of a conveyance from Samuel Schenker, et al to Louis Hyatt, Inc., by deed dated May 31, 1962 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1597, folio 37; said point of beginning being further located as the southernmost corner of a conveyance from Samuel Schenker, to Nick T. Samaras by deed dated April 3, 1959 and recorded among the said Land Records in Liber GTC 1285, folio 113; THENCE running from the place of beginning so fixed and with part of the western outline to Louis Hyatt, Inc., South 20°54'40" West 42.84 feet to a point in the northeast side of a 30 foot right of way; THENCE leaving said conveyance to Louis Hyatt, Inc. and running with the northeast side of said 30 foot right of way, North 62°42'30" West 21.83 feet to a point; THENCE leaving said 30 foot right of way and running through a conveyance from Snyder Pipe and Supply Co., Inc. to Nick T. Samaras and through part of the above mentioned conveyance from Samuel Schenker to Nick T. Samaras (GTC 1285, folio 113), North 20°28'30" East 80.97 feet to a point; THENCE running with a line by projecting the northeast wall of an existing building, reversely, South 69°31'30" East 22.0 feet to a point in the above mentioned 299.86 foot line of a conveyance from Schenker to Louis Hyatt, Inc.; THENCE running with part of said 299.86 foot line South 20°28'30" West 40.72 feet to the place of beginning. CONTAINING 1,806 square feet, more or less.

The above described 1,806 square foot parcel having the use in common with others of an area 12' x 22', containing 264 square feet, lying adjacent to and north of the above described South 69°31'30" East 22.0 foot line and as shown on a plat recorded in Liber MSH 2487, folio 652.

BEING the same property which by deed dated April 21, 1972 and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2487, folio 649 was granted and conveyed by NICK T. SAMARAS and SARA SAMARAS, his wife to LOUIS HYATT, INC.

Mailed to: \_\_\_\_\_ Mailed to Secured Party

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

\* 1. DEBTOR

Name Repair Management Systems  
Address 2 Scott Plaza, Philadelphia, PA 19113

2. SECURED PARTY

Name Datacomp Computer Leasing Company  
Address 907 North Elm Street, Hinsdale, Illinois 60521

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Datacomp Computer Leasing Company is Lessor and Repair Management Systems is Lessee subject to Lease Agreement #E336 dated July 23, 1984 covering (1) 5224 as listed on Schedule E.

RECORD FEE 11.00  
POSTAGE .50  
#11693 0040 901 709-12  
MAY 8 85

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William J. Slater, Jr.  
(Signature of Debtor)

William J. Slater, Jr.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Michael J. ...  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

\* Equipment is installed at:

Repair Management Systems  
Westinghouse Defense  
General Services Building  
Mail Stop U30  
Linthicum, Maryland 21090

CR  
CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY -8 AM 9:15

E. AUBREY COLLISON  
CLERK

1103

SCHEDULE E TO LEASE AGREEMENT NO. E336 DATED March 1, 1985

LESSEE: Repair Management Systems  
 LEASE DATE: July 23, 1984  
 EQUIPMENT LOCATION: Two Scott Plaza, Philadelphia, Pennsylvania 19113  
 COMMENCEMENT DATE: Effective date of purchase  
 MANUFACTURER: IBM  
 INITIAL TERM: 29 months after the first day of the month following the commencement date:

Quantity	Type	Model	Description	Serial No.	Monthly Rent
1	5291	001	Display Station	65416	\$648.00
1	5224	001	140 LPM Printer	16379	
1	5219	D02	Letter Quality Printer	06361	
		7850	Continuous Feed		
		7875	Cut Sheet and Envelope Feed		

This Schedule when signed below authorizes Datacomp Computer Leasing Company to increase the monthly charge to Repair Management Systems by \$648.00 for twenty-nine (29) months. This Schedule becomes an integral part of our Lease Agreement #E336, dated July 23, 1984 and is governed by its terms and conditions.

Agreed to and Accepted:

By: Harold C. Ruff  
 Title: President  
 Date: 3/22/85

Mailed to Secured Party

256689

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Hubers Bus Service, Inc.  
Address: 103 Wells Avenue  
Glen Burnie, Md. 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~8701 Georgia Avenue, XXXXXXXX~~  
~~XXXXXX, Maryland 20910 XXXX~~  
7984 Crain Highway  
Glen Burnie, Md. 21061

RECORD FEE 11.00  
POSTAGE .50  
#11702 C345 R01 T09:29  
MAY 8 85

3. This Financing Statement covers the following types (or items) of property:  
  
1985 Dodge 15 passenger Van Serial# ZBSWB31W5FK273685

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s): HUBERS BUS SERVICE, INC.  
*William J. Hubers Pres*  
William J. Hubers, President

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *Jeanette C. Bonadio*  
Jeanette C. Bonadio, Branch Manager  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

RECORDED FOR RECORD  
SHREVEPORT, LOUISIANA COUNTY  
1985 MAY -8 AM 10:28  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

11.00  
85



MARYLAND NATIONAL BANK  
We want you to grow.  
MEMBER FDIC

256690

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$250,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County, Maryland in amount of \$1,750.00

E. AUBREY COLLISON  
CLERK

1985 MAY - 8 PM 2:47

5. Debtor(s) Name(s)  
Somar Concrete, Inc.

Address(es)

1. 8540 Ashwood Drive  
Capitol Heights, MD 20743
2. 10700 Annapolis Junction Road  
Annapolis Junction, Maryland
3. 2901 Waterview Avenue  
Baltimore, Maryland 20740

Address  
P.O. Box 202  
College Park, Maryland 20740

RECORD FEE 11.00  
RECORD TAX 1750.00  
11320 0237 001 T14:46  
MAY 8 85

6. Secured Party  
Maryland National Bank  
Attention: Mary Kaye

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

CR  
CLERK

SOMAR CONCRETE, INC.

By: William G. Franey (Seal)  
William G. Franey, President

Secured Party  
Maryland National Bank

Robert S. Grandfield (Seal)

Robert S. Grandfield, Commercial Loan Officer  
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11.00  
1750.00  
MAY 8 85

- 1-Vince Hagan Portable Concrete Batch Plant (125 yard per hour capacity)
  - 3 compartment aggregate storage bin 27 ton capacity
  - 6 cubic yard aggregate batcher w/gates & cylinder
  - 30,000# aggregate scale
  - 6 cubic yard cement batcher w/gate & cylinder
  - 6,000# cement scale
  - 36" batching belt
  - 50 Ton cement storage silo (single compartment)-
  - 2 batching screws
- 1-Griffin Environmental Dust Control System Model 36I Baghouse w/shaker and blower, cement batcher hood, duct work and controls.
- 1-100' x 30" portable power radial stacking conveyor w/10' x 10' hopper, feeder & gate.
- 1-Rex automatic batching system, punch card control panel s/n ECA 6171 for automatic control functions of plant operation and 4 admix dispensing controls. Included with this system is a Data Center digital scale read out with recordation capability.
- 1-Rex 6 yard tilt mixer S/N 60-PHR-152 w/mixer stand, drip pan, motors and controls.
- 1-40' x 8' van trailer that houses complete electrical components for the plant. These components include NEMA panels, motor control, switch gear and circuit breakers.
- 1-7.5 h.p. stationary air compressor
- 1-1.5 h.p. air blower for cement airtation
- 1-3" main water pump (10HP) w/2-400 g.p.m. feeder pumps
- 1-20,000 gallon water storage tank w/oil fired burner for plant hot water plus all piping & pump.
- 1-Lukas-California water chiller complete w/coils & compressor for summer cold water.
- 1-IMC moisture meter in separate enclosure
- 1-30' x 8' mobile office for batch man and control center
- 1 1970 Fruehauf Cement Tanker
- ~~1 1960 Reverse Dump Trailer RSG~~
- 1 1981 Chevrolet Van
- 1 1963 Mack Wrecker Truck
- 1 Truck Scale and Digital Readout
- 1- 1978 Mack Tractor

*[Handwritten signature]*  
1/2/85

Mailed to Secured Party



Mailed to Secured Party

256691

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County, Clerk of the Circuit Court
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Mitchell Industries, Inc. Address(es) 117 Wellham Avenue, N.E. Glen Burnie, MD 21061

6. Secured Party Maryland National Bank Address 1713 West Street Annapolis, MD 21401  
 Attention: Vikki Johnson

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Mitchell Industries, Inc. (Seal)  
 By: [Signature] (Seal)  
Robert I. Hankey, Vice President

Secured Party  
 Maryland National Bank  
[Signature] (Seal)  
Patricia A. Hicks, Commercial Banking Officer  
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY -9 AM 10:13

E. AUBREY COLLISON  
CLERK



Mailed to Secured Party



MARYLAND NATIONAL BANK  
We want you to grow.<sup>SM</sup>  
MEMBER FDIC

FINANCING STATEMENT

Mailed to Secured Party 256692

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
  - 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
  - 3.  Not subject to Recordation Tax.
  - 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_
- The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

RECORD FEE 11.00  
POSTAGE .50  
MAY 9 11:45 AM 1985  
MAY 9 1985

5. Debtor(s) Name(s) Address(es)  
 MultiParts & Services, Inc. 4700 Belle Grove Road  
 Baltimore, Maryland 21225

6. Secured Party Address  
 Maryland National Bank 1713 West Street  
 Attention: V. Johnson Annapolis, Maryland 21401

CR CLERK  
RECEIVED FOR RECORD  
COURT CLERK  
1985 MAY -9 AM 10:13  
E. AUBREY COLLISON  
CLERK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

MultiParts & Services, Inc.  
*William N. Murphy Pres* (Seal)  
 William Murphy, Pres.  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank  
*Dolly S. Whitecotton* (Seal)  
 Dolly S. Whitecotton - Asst. Branch Mgr.  
 Type name and title

Mailed to Secured Party

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11.00  
88



MARYLAND NATIONAL BANK  
We want you to grow.<sup>™</sup>  
MEMBER FDIC

256693

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

RECORD FEE 11.00  
POSTAGE 1.50  
#11553 0345 MI 110702  
MAY 9 1985

5. Debtor(s) Name(s) Address(es)  
Brown, Croft, and Frazier, P.A. 100 Cathedral St., Suite 1  
Annapolis, Md. 21401

6. Secured Party Address  
Maryland National Bank 1713 West Street  
Attention: Vikki Johnson Annapolis, Md. 21401

RECEIVED FOR RECORD  
CLERK COURT ANNE ARUNDEL COUNTY  
1985 MAY -9 AM 10:13  
AUBREY COLLISON  
CLERK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

*Tina R. Frazier* (Seal)  
Brown, Croft & Frazier, P.A.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Secured Party  
Maryland National Bank  
*Maureen Konschnik* (Seal)  
Maureen Konschnik - Commercial Loan Officer  
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11-6  
8

SCHEDULE "A"

- 1 Sendex 70 Portable (Invoice #51311M)\*
  - with windowing
  - 25 image storage
  - receive only
  - Serial # 3115525DW71585
  
- 1 System 70 Desktop Unit (Invoice #41228-1)\*
  - with windowing
  - 25 image storage
  
- 1 System 70 Portable (Invoice #41228-1)\*
  - with windowing
  - with 25 image storage
  - 9" viewing monitor
  - digitizing capability
  - 5 additional high-resolution monitors
  - Serial # 3111P25DW71585
  
- 1 Digitizer (Invoice #41228-1)\*
  - high resolution video camera
  - zoom lensing

\*All equipment was purchased from:

Data Span, Inc.  
P. O. Box 471  
Orchard Park, New York 14127  
(716) 662-5360

Mailed to Secured Party



256709

**FINANCING STATEMENT**

1.  To Be Recorded in the Land Records at \_\_\_\_\_
2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
3.  Not subject to Recordation Tax.
4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) The Crate Cafe, Inc. Address(es) 49 West Street  
Annapolis, Maryland 21401

6. Secured Party Maryland National Bank Address P.O. Box 871  
Annapolis, Maryland 21401  
 Attention: T. Trainor

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

**A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

**B. Contract Rights.** All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

**C. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

**D. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

**E. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

**F. All Equipment.** All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**G. Specific Equipment.** All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**H. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

The Crate Cafe, Inc.  
Kenneth L. Brannan (Seal)  
 Kenneth L. Brannan, Secretary  
Rhonda L. Falcon (Seal)  
 Rhonda L. Falcon, President

Secured Party  
 Maryland National Bank  
Debra L. Phipps (Seal)  
 Debra L. Phipps, Branch Officer  
 Type name and title

RECORD FEE 11.00  
 POSTAGE .50  
 M09527 C237 R02 103439  
 MAY 10 85

RECEIVED FOR RECORD  
 CIRCUIT COURT T.A.A. COUNTY  
 1985 MAY 10 AM 8:41  
 E. AUBREY COLLISON  
 CLERK

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

11/20

LIBER - 485 PAGE 289

256710

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any): 6/30

1. Debtor(s) (Last Name First) and address(es)  
J.B.'s Automotive Paint and Supplies, Inc.  
512 Crain Hwy, Whisett #2  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
TSC Leasing Corporation  
444 Earhart Way  
Livermore, CA 94550

For Filing Officer (Date, Time, Number and Filing Office)

4. This financing statement covers the following types (or items) of property:

This financing statement covers the following described equipment  
3 CRTs, 2 3100 Printers, 2 CCX's

together with all replacements, additions, accessories and parts now or hereafter affixed to or used in connection with said equipment, together with all proceeds, including insurance proceeds.

The transaction out of which this filing arises is a true lease between Secured Party/Lessor and Debtor/Lessee, and this filing is being made for precautionary purposes only should an unwarranted assertion be made that said transaction was intended as a financing transaction or other transaction.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00  
POSTAGE 50

MAY 10 1985

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

J.B.'s Automotive Paint and Supplies, Inc.

By: John Melvin Braun  
Signature(s) of Debtor(s)

TSC Leasing Corporation  
By: [Signature]  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 10 AM 8:50

E. AUBREY COLLISON  
CLERK



Mailed to Secured Party

256711

STATE OF GEORGIA  
UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM 1

INSTRUCTIONS

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send first 2 copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$3.50.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of two copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return second copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use second copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		(For Filing Officer Only)
1 Debtor(s) (Last Name First) and address(es) <b>Bruce Carpet Service</b> 1008 Spa Road #204 Annapolis, MD 21403	2 Secured Party(ies) and address(es) <b>Thomas Funding Corp. of GA.</b> 4470 Chamblee-Dunwoody Rd. Atlanta, GA 30338	File Number: Time: Date: <b>RECORD FEE 11.00</b> <b>POSTAGE</b> County, Georgia, Office of Clerk of Superior Court. <b>MAY 10 1985</b>
Assignee of Secured Party (if any): (Name and address)		3 Maturity date (if any):

<p>Check box and complete where applicable:</p> <p><input type="checkbox"/> Crops are covered. Land described in block 4.</p> <p><input type="checkbox"/> Fixtures are covered. Land described in block 4.</p> <p>Is the record (owner) (lessee) of the land involved.</p> <p><input type="checkbox"/> Proceeds are also covered.</p> <p><input type="checkbox"/> Products are also covered.</p> <p>No of additional sheets presented:</p>	<p>4. This financing statement covers the following types (or items) of property.</p> <p>All now owned and hereafter acquired accounts, contract rights, chattel paper and general intangibles of the Debtor.</p>
--	---

<p><b>Bruce Carpet Service</b></p> <p>By: <i>[Signature]</i> <b>4-85</b> Signature(s) of Debtor(s)</p> <p><b>1</b> Filing Officer Copy</p> <p>Uniform Commercial Code</p>	<p><b>Thomas Funding Corp. of GA.</b></p> <p>By: <i>[Signature]</i> Signature(s) of Secured Party(ies)</p>
---	--

Mailed to Secured Party

11.00  
82

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1985 MAY 10 AM 9:50  
E. AUBREY COLLISON  
CLERK



FINANCING STATEMENT  
(NOT SUBJECT TO RECORDATION TAX)

FILE NO. 256712

This Financing Statement dated 4/15/85 is presented to filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR  
Name: Allen H. Gertz  
Address: 1213 St. Stephens Rd., Crownsville, MD 21032

2. SECURED PARTY  
Name: J. David Mullinex & Sons, Inc.  
Address: 14420 Howard Rd., Dayton, MD 21036

3. ASSIGNEE  
Name: SPERRY NEW HOLLAND CREDIT CORPORATION  
~~500 NORTH WILKINS ROAD~~ Branch 10  
~~PO BOX 33547~~ 500 Diller Avenue  
~~CHARLOTTE, NC 28233~~ New Holland, PA 17557

4. Maturity date of obligation (if any) \_\_\_\_\_

5. This Financing Statement covers the following types (of items) of property:  
PROCEEDS OF COLLATERAL ARE ALSO COVERED.

RECORD FEE 11.00  
#1191R C345 R01 T09:25  
MAY 10 85

Allen H. Gertz  
(SIGNATURE OF DEBTOR)  
Allen H. Gertz  
TYPE OR PRINT SIGNATURE ON ABOVE LINE  
\_\_\_\_\_  
(SIGNATURE OF DEBTOR)  
TYPE OR PRINT SIGNATURE ON ABOVE LINE

J. David Mullinex & Sons, Inc.  
(SIGNATURE OF SECURED PARTY)  
J. David Mullinex & Sons, Inc.  
TYPE OR PRINT SIGNATURE ON ABOVE LINE

209099 REV. 4/83

MARYLAND

PRINTED IN U.S.A.

RECEIVED

Mailed to Assignee

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 10 AM 9:50  
E. AUBREY COLLISON  
CLERK



256713

FINANCING STATEMENT FORM UC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here

This financing statement Dated April 23, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SCHWARTZSTEIN, Marvin
Address 949 Leopard Road, Rydal, PA 19046

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street, Annapolis, MD 21403

RECORD FEE 11.00
#11921 0345 R01 TOP:28
MAY 10 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (List)

1977 30' Ranger fiberglass hull #RAY300190577
1977 30 HP Atomic 4 gas engine

ASSIGNEE:
FIRST FIDELITY BANK, N.A.
Rte. 541 & Sunset Road
Burlington, NJ 08016

Home anchorage/winter: Annapolis, MD

1985 MAY 10 AM 9:50
RECEIVED
CIRCUIT CLERK
E. AUBREY COLLISON
CLERK



CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Marvin Schwartzstein
(Signature of Debtor)

MARVIN SCHWARTZSTEIN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Assignee

Paul ... agent
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION

Type or Print Above Signature on Above Line

Handwritten notes and signature: 11-10, Anne Arnold Co 4.30.85

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Lester, L. Mitchell 801 South Pitt St. #219 Alexandria, VA 22314	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No. 247761 Liber 463 PG 5  
Filed with Anne Arundel Co. Date Filed 6/15 1983

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
10.

RECORD FEE 10.00  
MAY 10 1983  
H. 30 83

No. of additional Sheets presented: \_\_\_\_\_  
BERKELEY FEDERAL SAVINGS & LOAN  
By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
By: [Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

CR  
CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1985 MAY 10 AM 9:50  
E. AUBREY COLLISON  
CLERK

10.00  
JO

256715

FINANCING STATEMENT FORM UC 7-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 4/24/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GRAY, Everett T.

Address 752 Oak Grove Circle Severna Park, MD 21146

2. SECURED PARTY

Name ATKINS YACHT SALES, INC.

Address 100 Severn Avenue, Suite 103, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (List) ASSIGNEE  
First Commercial Corporation  
200 Sheffield Street  
Mountainside, N.J. 07092

1984 (1985 Model 33' Marieholm Fortissimo fiberglass hull #MHB001810984 Elizabeth Jofferty Agent  
1984 18 HP Volvo Penta diesel engine

SECOND ASSIGNEE:

SOCIETY FOR SAVINGS  
1290 Silas Deane Highway  
Wethersfield, CT 06109

Home anchorage/winter: Severna Park, MD

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Assignee

Everett E. Gray  
(Signature of Debtor)

Everett E. Gray  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Tom Atkins  
(Signature of Secured Party)

Atkins Yacht Sales, Inc.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

11.06.  
L.  
Anne Arnold Co  
4-29-85

E. AUBREY COLLISON  
CLERK

1985 MAY 10 AM 9:50

RECEIVED FROM RECORDS  
SECTION COURT HOUSE  
MAY 10 1985

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Burrows, Francis H. Burrows, Janet K. 4977 Battery Lane Bethesda, Md 20814	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>248344 Liber 464 PG 174</u>		
Filed with <u>Anne Arundel Co.</u> Date Filed <u>7/28</u> 19 <u>83</u>		RECORD FEE 10.00 FILING FEE .50 MAY 10 1985
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
RECEIVED FOR RECORD COURT CLERK T. A. A. COUNTY MAY 10 AM 9:50 CLERK MRS. COLLISON		No. of additional Sheets presented: _____ BERKELEY FEDERAL SAVINGS & LOAN By: <i>[Signature]</i> Signature(s) of Secured Party(ies)
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

LIBER - 485 PAGE 296 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

CM01-1150

Identifying File No. 256747

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Crown Leasing, Inc.  
Address 23 Walker Avenue, Baltimore, Maryland 21208

2. SECURED PARTY

Name First Maryland Leasecorp  
Address 25 South Charles Street  
Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

That certain Lease dated March 19, 1985 between Crown Leasing, Inc. (Lessor) and K & K Trash Removal, Inc. (Lessee) covering leased equipment of One (1) 1985 Volvo White, Model WX64 s/n 101307.

RECORD FEE 11.00  
POSTAGE .50  
#11932 C345 R01 T09:40  
MAY 10 85

RECEIVED BY RECORDS CLERK  
MAY 10 1985 9:51 AM  
CLERK COLLISON

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

R.M. Vaillencourt  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]  
(Signature of Secured Party) H.W.  
John Pickering  
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name K & K Trash Removal, Inc.  
Address 768 Queenstown Road Severn, Maryland 21144

2. SECURED PARTY

Name Crown Leasing, Inc.  
Address 23 Walker Avenue  
Baltimore, Maryland 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A Lease

4. This financing statement covers the following types (or items) of property: (list)

-1- Volvo White Model WX64 SN:101307

RECORDING FEE 11.00  
POSTAGE .50  
#11133 0345 R01 T09:40  
MAY 10 85

E. AUBREY COLLISON  
CLERK

1985 MAY 10 AM 9:51

RECEIVED FOR RECORD  
CIRCUIT COURT BALTIMORE COUNTY

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Assignee: First Maryland Leasecorp  
25 S. Charles Street  
Baltimore, Maryland 21201

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Melvin L. Kelly  
(Signature of Debtor)

Melvin L. Kelly  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Mailed to Assignee

[Signature]  
(Signature of Secured Party)

R. M. Villanueva  
Type or Print Above Signature on Above Line

11.0  
R

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 223673

RECORDED IN LIBER 399 FOLIO 463 ON 3/20/79 (DATE)

1. DEBTOR

Name James B & Edith Van Hoose  
Address 1676-J Carlyle, Crofton, MD 21114

2. SECURED PARTY

Name Security Pacific Finance Corp. formerly American Finance Corp.  
Address 7310 Ritchie Hwy. Ste. 404, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50  
#11975 0745  
MAY 10 85

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

E. AUBREY COLLISON  
CLERK

1985 MAY 10 AM 9:51

RECEIVED FOR RECORD  
CINQUIN COUNTY



Mailed to Secured Party

Dated 5/1/85

Bill Merchant  
(Signature of Secured Party)

Bill Merchant  
Type or Print Above Name on Above Line

10.00  
88

256721

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF

FINANCING STATEMENT

1. Debtor(s):

Myong Hui McCoy

Name or Names—Print or Type

8338 Flintlock Court Severn, MD 21144

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Dae Bok Park

Name or Names—Print or Type

419 Gatewood Court Glen Burnie, MD 21011

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Any and all trade fixtures, equipment, and stock in trade located in the premises known as Kathy's Kitchen; 8060 Jumper Holk Road; Jumpers Mall; Pasadena, MD 21122. Including but not limited to those items on the Exhibit A attached. Leasehold interest for the above premises.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

Debtor(s):

*Myong Hui McCoy*

(Signature of Debtor)

Myong Hui McCoy

Type or Print

(Signature of Debtor)

Type or Print

Secured Party:

(Company, if applicable)

*Dae Bok Park*

(Signature of Secured Party)

Dae Bok Park

Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address \_\_\_\_\_

RECORD FEE 11.00

PUB FEE .50

#11937 0345 R01 T09146

MAY 10 85

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY

1985 MAY 10 AM 9:51

E. AUBREY COLLISON  
CLERK

EXHIBIT A

LIBER - 485 PAGE 300

Henny Penny Pressure Fryer  
Two Stainless Steel Work Tables  
Henny Penny Steam Table  
One Stainless Steel Sink  
One Single Door Freezer  
One Two Door Refrigerator  
One Two Well Fryer  
Two Fans  
One Cash Register NCR  
One Preparation Table  
One Slice Machine Serial #808  
Front Counter  
Updraft System  
One Ansil System

Mailed to Secured Party

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
 AMOUNT OF \$ \_\_\_\_\_

RECEIVED FOR RECORD  
 CIRCUIT COURT BALTIMORE COUNTY  
 1985 MAY 10 AM 10:27  
 E. AUBREY COLLISON  
 CLERK

FINANCING STATEMENT

1. Debtor(s):

OLD TOWN WEST INC.  
 Name or Names—Print or Type

57 WEST ST Annapolis MD 21401  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type \_\_\_\_\_  
 Address—Street No., City - County State Zip Code \_\_\_\_\_

2. Secured Party:

COWGIRLS INC.  
 Name or Names—Print or Type

P.O. Box 1615 Annapolis MD 21404  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

- All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.
- All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

CR  
 CLERK

RECORD FEE 11.00  
 POSTAGE .50  
 #89578 C237 R02 T10:25  
 MAY 10 85

DEBTOR(S): OLD TOWN WEST INC. SECURED PARTY:

Sherry Moody Yaniga, President  
 (Signature of Debtor)

\_\_\_\_\_ (Company, if applicable)  
Judith E. Ross  
 (Signature of Secured Party)

\_\_\_\_\_ (Type or Print) \_\_\_\_\_ (Type or Print (Include title if Company))

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Alan W. Bernstein, Esq., P.O. Box 591, Annapolis, MD 21404

Mailed to: \_\_\_\_\_

11.00  
50

(#944)

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name First) and address(es)                  LaPides Limited Partnership                  c/o Jerome LaPides                  Box 1949                  Annapolis, MD 21404                  SS #52-1318274</p>	<p>2. Secured Party(ies) and address(es)                  CATALINA PROPERTIES LIMITED PARTNERSHIP                  c/o Lepercq Capital Partners                  345 Park Avenue                  New York, New York 10154</p>	<p>3. Maturity date (if any):                  For Filing Officer (Date, Time and Filing Office)</p>
<p>4. This statement refers to original Financing Statement bearing File No. <u>255059</u>                  Filed with <u>ANNE AKUNDEL</u> Date Filed <u>1/2</u> 19<u>85</u></p>		<p>RECORD FEE 10.00                  POSTAGE .50                  #11987 0345 RM T12:52                  MAY 10 85</p>
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.                  6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.                  7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 has been assigned to the assignee whose name and address appears in Item 10.                  8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.                  9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p>		
<p>10. Secured Party has assigned its right to Lepercq Financial Corp., c/o Lepercq Capital Partners, 345 Park Avenue, New York, New York 10154. Lepercq Financial Corp. has in turn assigned its right to: <b>THE SOCIETY FOR SAVINGS</b>                  31 Pratt Street                  P.O. Box 2200                  Hartford, Connecticut 06145-2200                  Att: Corporate Finance Dept.</p>		
<p>Mailed to: _____</p>		<p>No. of additional Sheets presented:                  CATALINA PROPERTIES LIMITED PARTNERSHIP</p>
<p>By: _____                  Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).</p>		<p>By: <u>James F. Danub</u>                  LEPERCQ FINANCIAL CORP. By: <u>James F. Danub</u>                  Signature(s) of Secured Party(ies)</p>

(1) Filing Officer Copy - Alphabetical      STANDARD FORM - FORM UCC-3

RECEIVED FOR RECORD  
 CIRCUIT CLERK  
 1985 MAY 10 PM 12:53  
 E. AUBREY COLLISON  
 CLERK

CR  
CLERK

*Financing*

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256723

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ none

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Connecticut Motor Inns, Inc.  
Address P.O. Box 14100, Roanoke, Virginia 24022

2. SECURED PARTY

Name Manufacturers Hanover Trust Company  
Address 270 Park Avenue  
New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached.

RECORD FEE 21.00  
POSTAGE 50  
#89665 0237 R02 T15:32

MAY 10 85

REC'D BY THE RECORDS CLERK

1985 MAY 10 PM 3:37

E. AUBREY COLLISON  
CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Schedule B attached.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line  
Connecticut Motor Inns, Inc.

(Signature of Debtor)

Type or Print Above Signature on Above Line  
Ben M. Richardson

Manufacturers Hanover Trust Company

(Signature of Secured Party)

Type or Print Above Signature on Above Line  
E. F. Cockings

CR  
CLERK

21<sup>00</sup>/<sub>50</sub>

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

Return to:  
CHICAGO TITLE INSURANCE COMPANY  
105 West Chesapeake Avenue  
Towson, Maryland 21204  
301/321-0900

Site # 48

215

All Debtor's right, title and interest in, to and under the following (all of which being hereinafter collectively called the "Collateral"):

(i) all right, title and interest of Debtor in and to all existing and future Contracts;

(ii) all Equipment now or hereafter owned by Borrower;

(iii) all rights and claims of Debtor, now or hereafter existing, under any insurance, indemnities, warranties and guaranties provided for or arising out of or in connection with Materials, Equipment or Contracts;

(iv) the Materials, whether now owned or hereafter acquired by Debtor;

(v) the Condemnation Proceeds;

(vi) all existing and future Insurance Policies; and

(vii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

The foregoing defined terms shall have the following meanings:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Maryland.

"Condemnation Proceeds" shall mean all compensation, awards, damages, rights of action and proceeds arising from any taking by any lawful power or authority by exercise or the right of condemnation or eminent domain with respect to any of the Collateral or the real property described on Schedule B attached hereto and any improvements now or hereafter located thereon (said real property and improvements shall hereinafter be referred to as the "Real Estate").

"Contracts" shall mean all contracts from time to time executed by Debtor relating to the ownership, construction, maintenance, operation, occupancy, sale or financing of the Real Estate.

"Equipment" shall mean all machinery, apparatus, equipment, fittings, fixtures, furniture, furnishings and articles of personal property of every kind and nature whatsoever, now or hereafter located upon the Real Estate, or any part thereof, or used or usable in connection with the present use, maintenance, operation or occupancy or the Real Estate as a hotel or any other future occupancy or use of the Real Estate including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, loading, unloading, swimming pool, landscaping, garage and power equipment and supplies, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, freezers, refrigerators, cabinets, dressers, cooking utensils, dishes, silverware, kitchen appliances and restaurant equipment and supplies, partitions, ducts and compressors, carpets, rugs, bed frames, springs, mattresses, sheets, pillow cases, blankets, bed spreads, tables, desks, chairs, sofas, benches, window curtains, televisions, radios, lamps, mirrors, paintings, wall hangings, decorations, bathroom fixtures, shower curtains, towels, medicine cabinets and hotel cleaning equipment and supplies, and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, and all Proceeds of the foregoing of whatever sort.

"Insurance Policies" shall mean all Debtor's right, title and interest under any policy of insurance affecting the Collateral or the Real Estate, including, without limitation, unearned premiums thereon.

"Materials" shall mean all supplies and materials acquired by Debtor and intended for incorporation or installation in the Real Estate, prior to the time the same are so incorporated or installed.

"Proceeds" shall have the meaning assigned to it under the Code and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition,

confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency or any other person (whether or not acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

*[Faint, mostly illegible text, likely bleed-through from the reverse side of the page. The text appears to be a legal or official document.]*

~~EXHIBIT~~ Schedule B

PARCEL I: BEGINNING for the same at a point on the Southerly Right-of-Way line of Cherry Lane, 30 feet wide, said point being situated N 86° 29' 31" W 144.85 feet from a point formed by the intersection of the said Southerly Right-of-Way line of Cherry Lane, 30 feet wide, and the Easterly Right-of-Way line of Governor Ritchie Highway, Maryland Route 2, 100 feet wide, as shown on State Roads Commission Right-of-Way Plat No. 19387, said point of beginning also being situated on the first line described in Parcel 2 of a conveyance from Harry A. Schmuck to Joseph I. Schmuck by deed dated 20 March 1928; thence leaving the place of beginning and running and binding on the said Southerly Right-of-Way line of Cherry Lane, 30 feet wide, and on a part of the said first line, as now surveyed, bearings referred to True North, N 86° 29' 31" E, 229.97 foot to the end of said first line and to intersect the Westerly Side of a 15' Right-of-Way; thence leaving the Southerly Right-of-Way line of Cherry Lane and running and binding on the said

Westerly side of a 15' Right-of-Way and on the second line of said conveyance to Joseph I. Schmuck S 6° 30' 29' E, 325.88 feet to the end of said second line; thence leaving the said Westerly side of a 15' Right-of-Way and running and binding on a part of the third line in said conveyance to Joseph I. Schmuck, S 85° 44' 31" W, 383.53 feet to intersect the aforementioned Easterly Right-of-Way line of Governor Ritchie Highway, Maryland Route 2, 100 feet wide; thence running and binding on said Easterly Right-of-Way Line, N 4° 59' 44" W, 141.78 feet; thence leaving the Easterly Right-of-Way line of Governor Ritchie Highway and running for two lines of division across the land described in Parcel 2 of the first mentioned conveyance to Joseph I. Schmuck, N 85° 00' 16" E, 145.00 feet and N 4° 59' 44" W, 185.02 feet to the place of beginning. Containing 2.234 Acres more or less.

PARCEL II: BEGINNING for the same at a point formed by the intersection of the easterly right of way line of Governor Ritchie Highway, (Maryland Route 2) 100 feet wide, as shown on Maryland State Roads Commission Right of Way Plat No. 19387 and 19388 and the northerly right of way line of Warfield Road; thence leaving the place of beginning and running and binding on said easterly right of way line of Governor Ritchie Highway, as now surveyed, bearings referred to True North, north 4 degrees 59 minutes 44 seconds west 208.22 feet to intersect the first line as described in a conveyance from John S. McDaniel, Jr. to Charles H. Jones, by Deed dated May 18, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. no. 210, folio 80; thence leaving the said easterly right of way line of Governor Ritchie Highway and running and binding on a part of said first line, north 85 degrees 44 minutes 31 seconds east 383.52 feet to a pipe found at the end of said first line and at the westerly side of a 15 foot right of way; thence running and binding on the second line as described in said conveyance to Charles H. Jones and on the westerly side of said 15 foot right of way, south 2 degrees 33 minutes 06 seconds east 265 feet to the end of said second line; thence continuing on the same course and on the westerly side of said 15 foot right of way, south 2 degrees 33 minutes 06 East seconds east 9.57 feet to intersect the aforementioned northerly right of way line of Warfield Road; thence running and binding on the northerly right of way line of Warfield Road, the two following courses and distances: (1) North 86 degrees 01 minute 36 seconds west 185.11 feet and (2) North 82 degrees 24 minutes 36 seconds west 193.59 feet to the place of beginning. Containing 2.123 acres of land, more or less.

SAVING AND EXCEPTING therefrom so much as was conveyed by Deed dated June 15, 1959 and recorded among the Land Records of Anne Arundel County in Liber 1332 folio 333 from Charles H. Jones and Dorothy F. Jones, his wife

48

LIBER - 485 PAGE 307

Mailed to Secured Party

Financing

LIBER-485 PAGE 308

FINANCING STATEMENT FORM UCC-1

Identifying File No 256724

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ none

If this statement is to be recorded in land records check here

This financing statement Dated May 9, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Argus Motor Inns
Address P.O. Box 14100, Roanoke, Virginia 24022

2. SECURED PARTY

Name Manufacturers Hanover Trust Company
Address 270 Park Avenue
New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 30, 1995

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached.

RECORD FEE 25.00
POSTAGE .50
#89668 C237 R02 T15:34
MAY 10 85

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
See Schedule B attached.
See Schedule B attached hereto and made a part hereof
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)
Type or Print Above Name on Above Line
Argus Motor Inns
(Signature of Debtor)
Type or Print Above Signature on Above Line
Ben M. Richardson

Manufacturers Hanover Trust Company
(Signature of Secured Party)
Type or Print Above Signature on Above Line
E. F. Cockings

CR
CLERK

2550

Return to:
CHICAGO TITLE INSURANCE COMPANY
105 West Chesapeake Avenue
Towson, Maryland 21204
301/321-0900

Site #24

Schedule A

All Debtor's right, title and interest in, to and **LIBER - 485 PAGE 309**  
under the following (all of which being hereinafter  
collectively called the "Collateral"):

(i) all right, title and interest of Debtor  
in and to all existing and future Contracts;

(ii) all Equipment now or hereafter owned by  
Borrower;

(iii) all rights and claims of Debtor, now or  
hereafter existing, under any insurance,  
indemnities, warranties and guaranties provided for  
or arising out of or in connection with Materials,  
Equipment or Contracts;

(iv) the Materials, whether now owned or  
hereafter acquired by Debtor;

(v) the Condemnation Proceeds;

(vi) all existing and future Insurance  
Policies; and

(vii) to the extent not otherwise included, all  
Proceeds and products of any or all of the  
foregoing.

The foregoing defined terms shall have the  
following meanings:

"Code" shall mean the Uniform Commercial Code as  
the same may from time to time be in effect in the State  
of Maryland.

"Condemnation Proceeds" shall mean all  
compensation, awards, damages, rights of action and  
proceeds arising from any taking by any lawful power or  
authority by exercise or the right of condemnation or  
eminent domain with respect to any of the Collateral or  
the real property described on Schedule B attached  
hereto and any improvements now or hereafter located  
thereon (said real property and improvements shall  
hereinafter be referred to as the "Real Estate").

"Contracts" shall mean all contracts from time to  
time executed by Debtor relating to the ownership,  
construction, maintenance, operation, occupancy, sale or  
financing of the Real Estate.

## LIBER - 485 PAGE 310

"Equipment" shall mean all machinery, apparatus, equipment, fittings, fixtures, furniture, furnishings and articles of personal property of every kind and nature whatsoever, now or hereafter located upon the Real Estate, or any part thereof, or used or usable in connection with the present use, maintenance, operation or occupancy or the Real Estate as a hotel or any other future occupancy or use of the Real Estate including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, loading, unloading, swimming pool, landscaping, garage and power equipment and supplies, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, freezers, refrigerators, cabinets, dressers, cooking utensils, dishes, silverware, kitchen appliances and restaurant equipment and supplies, partitions, ducts and compressors, carpets, rugs, bed frames, springs, mattresses, sheets, pillow cases, blankets, bed spreads, tables, desks, chairs, sofas, benches, window curtains, televisions, radios, lamps, mirrors, paintings, wall hangings, decorations, bathroom fixtures, shower curtains, towels, medicine cabinets and hotel cleaning equipment and supplies, and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, and all Proceeds of the foregoing of whatever sort.

"Insurance Policies" shall mean all Debtor's right, title and interest under any policy of insurance affecting the Collateral or the Real Estate, including, without limitation, unearned premiums thereon.

"Materials" shall mean all supplies and materials acquired by Debtor and intended for incorporation or installation in the Real Estate, prior to the time the same are so incorporated or installed.

"Proceeds" shall have the meaning assigned to it under the Code and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition,

LIBER - 485 PAGE 311

confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency or any other person (whether or not acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

[Faint, illegible text, likely bleed-through from the reverse side of the page]

## Schedule B

~~EXHIBIT A~~

### Description of the Land

#### PARCEL I:

BEGINNING for the same at a stone found, said stone marking the end of the thirteenth line of a tract of land described in a deed to Rosa M. Pumphrey, dated April 4, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 54 folio 334; thence running with said thirteenth line with meridian corrected to 1956 magnetic, south 81 degrees 10 minutes 10 seconds east 603.86 feet to a pipe now set on the westernmost right of way line of the Ritchie Highway as shown on Maryland State Roads Commission Plat # 19389; thence with said westernmost right of way line and along a curve to the right having a radius of 4976.84 feet 200.10 feet to a pipe here set; thence leaving said Ritchie Highway north 81 degrees 10 minutes 10 seconds west 781.23 feet to a pipe here set on the fourteenth line of the aforesaid conveyance to Pumphrey; thence along part of said fourteenth line north 47 degrees 54 minutes 20 seconds east 256.99 feet to the point of beginning.

#### PARCEL II:

BEGINNING for the same at the stone heretofore set at the beginning of the fourth parcel of the land conveyed by Forrest Branble to Urias Burley and wife, by Deed dated July 11, 1951 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 632 folio 104, said stone being also the beginning of the land conveyed by Main Line Homes of Maryland, Inc. to Madway Main Line Homes, Inc., by deed dated November 30, 1962 and recorded among said Land Records in Liber L.N.P. No. 1619 folio 439, and running thence, binding on a part of the first line of said last mentioned land, and binding also on the first line of the aforementioned fourth parcel and continuing the same course along the fourth or South 83-1/4 degrees East 4-1/2 perch line of the third parcel and a part of the fourth or South 83-1/4 degrees East 17.7 perch line of the second parcel of said first mentioned land, and referring the courses of this description to the Grid Meridian of the Maryland Coordinates System (1) South 88 degrees 15 minutes 12 seconds East 504.66 feet to a 3/4 inch pipe in the west right-of-way line of Governor Ritchie Highway, as shown on State Roads Commission of Maryland Plat 13522, revised September 9, 1955, thence binding on said right-of-way line of Governor

## LIBER - 485 PAGE 313

Ritchie Highway, (2) North 07 degrees 28 minutes 15 seconds West 286.09 feet to a 3/4 inch pipe set in the fifth or North 89 degrees West 51-3/4 perch line of the aforementioned fourth parcel and in the outline of the plat of the land of Capital Hill Homes, Inc., said plat being Plat No. 1314 and being recorded among said Land Records in Plat Book 26, page 7, thence binding on a part of the fifth line of said fourth parcel and on the sixth line thereof, and binding also on the outline of said plat the two following courses and distances: (3) South 85 degrees 28 minutes 40 seconds West 688.37 feet to a 3/4 inch pipe set, and (4) South 03 degrees 51 minutes 50 seconds East 434.44 feet to a 3/4 inch pipe set at the beginning of the seventh or last line of the aforementioned fourth parcel and in the first line of the first parcel of the land described in the Deed from Melvyn Goldman and others to Max R. Israelson and wife, dated December 20, 1960 and recorded among said Land Records in Liber G.T.C. No. 1447, page 439, and thence binding on the seventh line of the aforementioned fourth parcel, and binding also reversely on a part of the first line of the first parcel of the land described in said Deed to Israelson, and running to and along the fourth or last line of the land conveyed to Madway Main Line Homes, Inc., as aforesaid, (5) North 40 degrees 50 minutes 40 seconds east 290.09 feet to the place of beginning. Containing 4.4756 acres of land. The improvements thereon being known as No. 6414 Governor Ritchie Highway.

Mailed to: Chicago Title Ins. Co.

*Financing*

LIBER - 485 PAGE 314

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256725

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ none

If this statement is to be recorded in land records check here

This financing statement Dated May 9, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Motor Inns, Incorporated  
Address 1917 Franklin Avenue, Roanoke, Virginia 24022

2. SECURED PARTY

Name Manufacturers Hanover Trust Company  
Address 270 Park Avenue  
New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 30, 1995

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached.

RECORD FEE  
POSTAGE

NOTED  
21.00  
.50

#89671 0237 R02 T15:35  
MAY 10 85

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Schedule B attached.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

American Motor Inns, Incorporated

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ben M. Richardson

Manufacturers Hanover Trust Company

(Signature of Secured Party)

Type or Print Above Signature on Above Line

E. F. Cockings

2150

2150

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

Return to:  
CHICAGO TITLE INSURANCE COMPANY  
105 West Chesapeake Avenue  
Towson, Maryland 21204  
301/321-0900

Site #58

Schedule A

LIBER - 485 PAGE 315

All Debtor's right, title and interest in, to and under the following (all of which being hereinafter collectively called the "Collateral"):

- (i) all right, title and interest of Debtor in and to all existing and future Contracts;
- (ii) all Equipment now or hereafter owned by Borrower;
- (iii) all rights and claims of Debtor, now or hereafter existing, under any insurance, indemnities, warranties and guaranties provided for or arising out of or in connection with Materials, Equipment or Contracts;
- (iv) the Materials, whether now owned or hereafter acquired by Debtor;
- (v) the Condemnation Proceeds;
- (vi) all existing and future Insurance Policies; and
- (vii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

The foregoing defined terms shall have the following meanings:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Maryland.

"Condemnation Proceeds" shall mean all compensation, awards, damages, rights of action and proceeds arising from any taking by any lawful power or authority by exercise or the right of condemnation or eminent domain with respect to any of the Collateral or the real property described on Schedule B attached hereto and any improvements now or hereafter located thereon (said real property and improvements shall hereinafter be referred to as the "Real Estate").

"Contracts" shall mean all contracts from time to time executed by Debtor relating to the ownership, construction, maintenance, operation, occupancy, sale or financing of the Real Estate.

Schedule A

LIBER - 485 PAGE 315

All Debtor's right, title and interest in, to and under the following (all of which being hereinafter collectively called the "Collateral"):

- (i) all right, title and interest of Debtor in and to all existing and future Contracts;
- (ii) all Equipment now or hereafter owned by Borrower;
- (iii) all rights and claims of Debtor, now or hereafter existing, under any insurance, indemnities, warranties and guaranties provided for or arising out of or in connection with Materials, Equipment or Contracts;
- (iv) the Materials, whether now owned or hereafter acquired by Debtor;
- (v) the Condemnation Proceeds;
- (vi) all existing and future Insurance Policies; and
- (vii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

The foregoing defined terms shall have the following meanings:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Maryland.

"Condemnation Proceeds" shall mean all compensation, awards, damages, rights of action and proceeds arising from any taking by any lawful power or authority by exercise or the right of condemnation or eminent domain with respect to any of the Collateral or the real property described on Schedule B attached hereto and any improvements now or hereafter located thereon (said real property and improvements shall hereinafter be referred to as the "Real Estate").

"Contracts" shall mean all contracts from time to time executed by Debtor relating to the ownership, construction, maintenance, operation, occupancy, sale or financing of the Real Estate.

## LIBER - 485 PAGE 316

"Equipment" shall mean all machinery, apparatus, equipment, fittings, fixtures, furniture, furnishings and articles of personal property of every kind and nature whatsoever, now or hereafter located upon the Real Estate, or any part thereof, or used or usable in connection with the present use, maintenance, operation or occupancy or the Real Estate as a hotel or any other future occupancy or use of the Real Estate including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, loading, unloading, swimming pool, landscaping, garage and power equipment and supplies, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, freezers, refrigerators, cabinets, dressers, cooking utensils, dishes, silverware, kitchen appliances and restaurant equipment and supplies, partitions, ducts and compressors, carpets, rugs, bed frames, springs, mattresses, sheets, pillow cases, blankets, bed spreads, tables, desks, chairs, sofas, benches, window curtains, televisions, radios, lamps, mirrors, paintings, wall hangings, decorations, bathroom fixtures, shower curtains, towels, medicine cabinets and hotel cleaning equipment and supplies, and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, and all Proceeds of the foregoing of whatever sort.

"Insurance Policies" shall mean all Debtor's right, title and interest under any policy of insurance affecting the Collateral or the Real Estate, including, without limitation, unearned premiums thereon.

"Materials" shall mean all supplies and materials acquired by Debtor and intended for incorporation or installation in the Real Estate, prior to the time the same are so incorporated or installed.

"Proceeds" shall have the meaning assigned to it under the Code and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition,

LIBER - 485 PAGE 317

confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency or any other person (whether or not acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

LIBER - 485 PAGE 318

Schedule BDescription of Land

Beginning for the same at a 1 inch pipe heretofore set in the fourth or S 69-1/4 degree E 45.02 rod line of the land described in the deed from Lillian M. Preston to Mazzie Goddard and others, dated October 9, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 713, page 359, where said fourth line is intersected by the east Right of Way Line of Through Highway of Airport Road, as shown on State Roads Commission of Maryland Plat No. 6720, running thence binding on a part of said fourth line, (1) S 76 degree 30 minutes 40 seconds E 664.58 feet to the 1 inch pipe heretofore set at the end of said line, thence binding on a part of the fifth line of said land, (2) S 17 degree 03 minutes 00 seconds W 592.78 feet, thence for new lines of division three courses: (3) westerly, by a curve to the left with the radius of 155.00 feet, the distance of 109.65 feet, the chord of said arc being S 86 degrees 47 minutes 00 seconds W 107.38 feet, (4) N 17 degrees 03 minutes 00 seconds E 208.29 feet, and (5) N 76 degrees 30 minutes 40 seconds W 494.30 feet to a point on said Right of Way Line of Through Highway of Airport Road, as shown on State Roads Commission of Maryland Plat No. 7026, thence binding on said line, as shown on said plat and on the plat first herein referred to, (6) northerly, by a curve to the right with the radius of 1871.86 feet, the distance of 417.76 feet, the chord of said arc being N 07 degrees 29 minutes 33 seconds E 416.90 feet, to the place of beginning.

Containing 6.5000 acres of land.

Mailed to: Chicago Title Ins.

256726

Not to be recorded  
in Land Records

DATE: 5-6-85  
Tax:  
Principal Amount is  
\$ 164,500.00.

LIBER - 485 PAGE 320

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:

ST. JAMES CONSTRUCTION  
CO., INC.

Address:

P.O. Box 611  
Severna Park, MD 21146

2. Secured Parties:

THE FIRST NATIONAL BANK  
OF MARYLAND

Address of all Secured Parties:

P.O. Box 1596  
Baltimore, Maryland 21201

JOHN W. McCLEAN  
Trustee

ANNA M. MARCELLINO  
Trustee

3. This Financing Statement covers:

(a) All equipment, machinery, apparatus, fittings, building materials, and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts, and compressors and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral.

4. The aforesaid items are included as security in a deed of trust given by Debtor to JOHN W. McCLEAN and ANNA M. MARCELLINO Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.

RECEIVED FOR RECORD  
OFFICE OF CLERK  
ANNE ARUNDEL COUNTY

1985 MAY 13 AM 10:47

E. AUBREY COLLISON  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
#89697 0055 R02 T10:33  
MAY 13 85

1/100  
10

485-320-A

5. Proceeds of collateral are covered hereunder.
6. The land is Lot No. 15, Section Two, Plat Two, BELLEVIEW ESTATES Plat Book 71, folio 37 and is more particularly described in the Deed of Trust referred to above.

DEBTOR:

ST. JAMES CONSTRUCTION CO., INC.

BY: *Edward J. Dyas, Jr.*  
Edward J. Dyas, Jr., Pres.

SECURED PARTIES:

THE FIRST NATIONAL BANK OF MARYLAND

BY: *John W. McClean*  
JOHN W. McCLEAN  
Vice President

*John W. McClean*  
JOHN W. McCLEAN TRUSTEE

*Anna M. Marcellino*  
ANNA M. MARCELLINO TRUSTEE

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to:

THE FIRST NATIONAL BANK OF MARYLAND  
P.O. Box 1596  
Baltimore, Maryland 21203

ATTN: ANNA M. MARCELLINO  
C.R.E.M. DEPT.

Mailed to: \_\_\_\_\_

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 8,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Charles Karmosky, Inc.

1993 Moreland Parkway  
Annapolis, Maryland 21401

Secured Party

Address

RECORD FEE	11.00
RECORD TAX	56.00
MISTAKE	.50

#10097 0040 R01 T13:23

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

MAY 13 85

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
 IBM AT Enhanced System, Serial #0082385  
 Color Monitor, Serial #5130934  
 Epson Printer FX 100, Serial #094031

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECEIVED FOR RECORD  
 CIRCUIT COURT, ANN. COUNTY  
 1985 MAY 13 PM 1:24  
 E. AUBREY COLLISON  
 CLERK

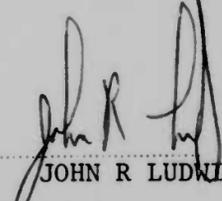
Debtor (or Assignor)

Charles Karmosky, Inc.

By: Charles S. Karmosky, Jr., Pres.

Secured Party (or Assignee)

FARMERS NATIONAL  
BANK OF MARYLAND

BY   
 JOHN R LUDWIG

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

11.00  
56.00  
.50

maryland national bank

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5 Debtor(s) Name(s) Address(es)  
**P. T. Morgan Packaging Co., Inc. P. O. Box 533 Severna Park, Md. 21146**

RECORD FEE 11.00  
 POSTAGE .50  
 #12123 0740 PM 11:00  
 MAY 13 85

6 Secured Party Address  
 Maryland National Bank  
 Attention: Peggy Hall **P.O. Box 871, Annapolis, Md. 21401**

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof **See Attachment A**

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

P. T. Morgan Packaging Co., Inc. (Seal) Secured Party  
 Maryland National Bank  
 by: Peggy A. Hall (Seal) Peggy A. Hall (Seal)  
 Vice President  
 \_\_\_\_\_ (Seal) Type name and title  
 \_\_\_\_\_ (Seal) Commercial Banking Officer

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.



RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1985 MAY 13 PM 3:06  
 E. AUBREY COLLISON  
 CLERK

1100 R

ATTACHMENT A

Fork Lift New Toyota Forklift Truck

Model #42-3FGC15

Serial # 13231

Engine # 2226055

Mast # 1T52306

Transmission # 5B0258

Also included, Sideshifter, Headlights & Modified loan backrest

P. T. Morgan Packaging Co., Inc.

by: *Peggy J. Morgan*, Vice President

Mailed to Secured Party

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$900,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: April 29 , 1985

FINANCING STATEMENT

- 1. Debtor: Address:  
BAY STATE BUILDERS, INC. 1230 Cronson Boulevard  
Crofton, Maryland 21114
- 2. Secured Party: Address:  
UNION TRUST COMPANY OF P.O. Box 1077  
MARYLAND Baltimore, Maryland 21203
- 3. This Financing Statement covers:

RECORD FEE 13.00  
POSTAGE 50  
#12136 0040 701 115148

MAY 13 85

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 13 PM 3:57

E. AUBREY COLLISON  
CLERK

R  
R

17.00

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Union Trust Company of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision(s) later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

SECURED PARTY:

BAY STATE BUILDERS, INC.

UNION TRUST COMPANY OF MARYLAND

By

Robert J. Laha

By

Thomas K. George  
ASST. - Vice President

LIBER - 485 PAGE 326

SCHEDULE A

BEGINNING for the first and being known and designated as Lots numbered 118A and 118B, as shown on the plat entitled, "Revised, Section One, Plat Two, REVELL DOWNS", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 82, folio 9.

BEGINNING for the second and being known and designated as Lot numbered 232, as shown on the plat entitled, "Revised Plat, Section Two, Plat One, REVELL DOWNS" which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 82, folio 11.

BEGINNING for the third and being known and designated as Lots numbered 182 and 300, as shown on the plat entitled, "Revised Plat, Section Two, Plat Two, REVELL DOWNS", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 82, folio 12.

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 15 Page No. 567  
Identification No. 10583 Dated Sept. 18, 1964

1. Debtor(s) { Richard A. Pope and Pearl L. Pope, his wife  
Name or Names - Print or Type  
27 Garden Gate Lane, Annapolis, Maryland  
Address--Street No., City - County State Zip Code

2. Secured Party { Metropolitan Life Insurance Company...c/o Wye Mortgage Corporation  
Name or Names - Print or Type  
7801 York Road Baltimore, Maryland 21204  
Address--Street No., City - County State Zip Code

3. Maturity Date (if any) Aug. 1, 1994

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> Termination..... (Indicate whether amendment, termination, etc.)</p>

RECEIVED FOR RECORD  
DIRECT COURT, A.A. COUNTY  
1985 MAY 14 AM 8:33  
E. AUBREY COLLISON  
CLERK

RECORD FEE 10.00  
POSTAGE .50  
889749 C237 R02 109:31  
MAY 14 85

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 8th day of May 19 85

WITNESS:

BY: WYE MORTGAGE CORPORATION

Selda M. Benny

Nancy L. Shauck  
Nancy L. Shauck, Vice President

Selda M. Benny

Richard N. Schmertzler  
Richard N. Schmertzler, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County Liber 3380, Folio 606.)



Richard & Pearl Pope  
P.O. Box 4546

1050

Mailed to: Anna, Mo. 21403

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256721

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Inflatable Technology Incorporated

Address 2824 Solomons Island Road, PO Box 360, Edgewater, Maryland 21037-0363

2. SECURED PARTY

Name Honnor Marine (U.K.) Limited,

Address Bridge Mills, Staverton, Totnes, Devon, TQ9 6AQ, England.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list)

POSTAGE .50 #12189 0345 PM 109:40 MAY 14 85

Coastguard No

Drascombe Longboat HNR 40882C585
Drascombe Scaffie HNR 80348C585
Drascombe Scaffie HNR 80349C585

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

By Tim Curtis President. (Signature of Debtor)

By Tim Curtis, President. Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Inflatable Technology Incorporated Honnor Marine (U.K.) Limited. Type or Print Above Signature on Above Line

Mailed to Secured Party

1100/50

RECEIVED FOR RECORD CIRCUIT COURT, A.A. COUNTY

1985 MAY 14 AM 10:16

E. AUBREY COLLISON CLERK



14. W 58

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. \_\_\_\_\_ recorded in  
Liber 474, Folio 329 on July 11, 1984 (Date).

1. DEBTOR(S):  
Name(s) Inflatable Technology Incorporated  
Address(es) 2824 Solomons Island Road, P.O. Box 360, Edgewater, Md. 21037 - 0363

2. SECURED PARTY:  
Name Honor Marine (U.K.) Limited  
Address Bridge Mills, Staverton, Totnes, Devon, TQ9-6AQ England

Person and Address to whom Statement is to be returned if different from above. \_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. in Drascombe Longboat, Coastguard No. HNR487900584

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE 50  
MAY 14 1985

9. SIGNATURES.

SECURED PARTY  
Honor Marine (U.K.) Limited  
By Douglas Clark Hollmann  
GOODMAN, COHEN & BENNETT, P.A.  
Douglas Clark Hollmann  
(Type, Name and Title)

DEBTOR(S)  
(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

Brett D Weiss  
156 South Street  
Annapolis MD 21401  
Mailed to: \_\_\_\_\_

1000  
50

1000  
50

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 14 AM 10:16

E. AUBREY COLLISON  
CLERK



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. \_\_\_\_\_ recorded in  
Liber n. 474, Folio 330 on July 11, 1984 (Date).

1. DEBTOR(S):

Name(s) Inflatable Technology Incorporated  
Address(es) 2824 Solomons Island Rd., P.O. Box 360, Edgewater, Md. 21037 - 0363

2. SECURED PARTY:

Name Honor Marine (U.K.) Limited  
Address Bridge Mills, Staverton, Totnes, Devon TQ9-6AQ England

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above in three Drascombe Scaffies, Coastguard Nos. HNR803210684, HNR803370684 & HNR803390684
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8.

RECORDED FEE 10.00  
POSTAGE 50  
MAY 14 1985

9. SIGNATURES.

SECURED PARTY

Honor Marine (U.K.) Limited  
By Douglas Clark Hollmann  
GOODMAN, COHEN & BENNETT, P.A.  
Douglas Clark Hollmann  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

Brett Weiss  
156 South Street  
Annap MD

Mailed to: \_\_\_\_\_

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1985 MAY 14 AM 10:16  
E. AUBREY COLLISON  
CLERK



10.00  
27

10.00  
27

To be recorded

- (1) in the Financing Statement Records of Anne Arundel County
- (2) in the Land Records of Anne Arundel County
- (3) with State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY ARTICLE 81, SECTIONS 277 AND 278 ANNOTATED CODE OF MARYLAND AMENDED

256742



E. AUBREY COLLISON  
CLERK

1985 MAY 14 AM 10:58

RECEIVED FOR RECORD  
CLERK COURT, ANNE ARUNDEL COUNTY

FINANCING STATEMENT

RECORD FEE 24.00  
POSTAGE 50  
#89809 C237 R02 T10:57  
MAY 14 85

Debtor:

Address of Debtor:

A & S REALTY COMPANY  
A Maryland General Partnership

Monadnock Partners, Inc.  
A New Hampshire Corporation  
General Partners  
c/o R. Bruce Reeves  
One Harvey Road  
Manchester, N. H. 03103

2. Secured Party:

Address of Secured Party:

FIDELITY FEDERAL SAVINGS &  
LOAN ASSOCIATION,  
A United States Corporation

600 North Brand Boulevard  
Glendale, California 91203

3. This Financing Statement covers all of the Debtor's right, title and interest in and to the following:

3.1 All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the land and now owned or hereafter acquired by the Debtor, excluding, however, automotive equipment, forklift trucks, computers and computer equipment.

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating,

2430

ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2 Section Deleted

3.2. All of the Debtor's present and future accounts, contract rights, general intangibles, chattell paper, documents, warranty rights and instruments.

3.3. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.4. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other Property described in this Financing Statement.

3.5. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and and remedies under, all

contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.6. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to, or for the benefit of the Secured Party under the provisions of a Loan Agreement and Deed of Trust or even date herewith by and between the Secured Party and the Debtor (hereinafter referred to as the "Security Agreement"), evidencing a loan made by the Secured Party to the Debtor (hereinafter referred to as "the Loan") pursuant to the provisions of the Loan Agreement and Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

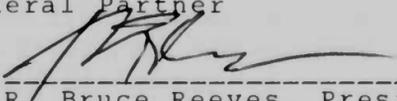
6. The Land consists of all of that land, situate and lying in Anne Arundel County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

IN WITNESS whereof we have set out hands and seals this 13  
day of May, 1985.

Debtor:

A & S REALTY COMPANY, A Maryland  
General Partnership

By: Monadnock Partners, Inc.,  
a New Hampshire corporation  
General Partner

By:   
R. Bruce Reeves, President

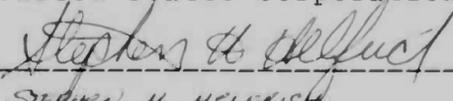
By: Hospitality Associates of  
Laurel Limited Partnership  
a Maryland Limited Partnership  
General Partner

By: Monadnock Partners, Inc., a  
New Hampshire corporation  
General Partner

By:   
R. Bruce Reeves, President

Secured Party:

FIDELITY FEDERAL SAVINGS  
& LOAN ASSOCIATION, a  
United States Corporation

  
STEPHEN H. HELFRICH

Mr. Clerk: Please return to:

Stephen H. Helfrich  
9500 Annapolis Road, Suite A-4  
Lanham, Maryland 20706  
(301) 577-0917

EXHIBIT A

PARCEL 1

All of that parcel of land and premises, situate, lying and being in Anne Arundel County, State of Maryland, namely:

Beginning for the same at an iron pipe distant N. 73° 33' 54" W 164.82' from an iron pipe in the south side of Maryland Route 216 at the intersection of Oak Lane and Maryland Route 216 and running the following nine courses and distances,

1. With the southernmost right of way line of Maryland Route 216 S 73° 33' 54" E 164.82' to an iron pipe thence
2. Along the westernmost right of way line of Oak Lane S 23° 02' 08" E 49.45' to an iron pipe thence, still along Oak Lane
3. S 14° 54' 21" W 84.00' to an iron pipe, thence leaving said Oak Lane
4. N 73° 33' 54" W 213.81' to an iron pipe thence
5. S 16° 26' 06" W. 126.91' to an iron pipe thence
6. With the northernmost right of way line of Maryland Route 198 N 73° 33' 54" W 500.22' to an iron pipe thence leaving Maryland Route 198
7. N 16° 29' 15" E 243.90' to an iron pipe thence
8. Along the southernmost side of Maryland Route 216 S 73° 33' 45" 232.13' to an iron pipe thence, still along Maryland Route 216
9. S 74° 16' 43" E 284.07' to the point of beginning.

Containing 3.3932 Acres more or less

SAVING AND EXCEPTION that certain road widening strip along Oak Lane as recorded in Liber 2281 folio 63.

Being the same lot of ground firstly described in a Deed dated August 2, 1971 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber MSH 2442 at folio 334 from A&S Realty Company, Inc., to the party of the first part.

TOGETHER with an easement for ingress and egress, 25 feet in width over adjacent 0.6066 parcel, recorded in Liber 1470 folio 112 among the Land Records of Anne Arundel County, Maryland.

Exhibit A continued

LIBER - 485 PAGE 336

PARCEL 2

BEGINNING for the same at an iron pipe now found at the end of the fifth or North 73 degrees 33 minutes 54 seconds West 680.22 foot line of the land previously conveyed by the herein grantor to A & S Realty Company, Inc. by Deed dated May 5, 1967 and recorded among the Land Records of Anne Arundel County in Liber 2066, folio 416, and running the following four courses and distances, as now surveyed, referring to the meridian of the State of Maryland Plane Coordinate System:

1. With the northernmost right of way line of Maryland Route 198 North 73 degrees 42 minutes 22 seconds West 178.94 feet to a point thence, leaving the said right of way line,
2. North 16 degrees 29 minutes 15 seconds East 243.63 feet to a point in the southernmost right of way line of Maryland Route 416, thence, with the said right of way line,
3. South 73 degrees 37 minutes 27 seconds East 178.94 feet to the end of the sixth or North 16 degrees 26 minutes 06 seconds East line of the abovementioned conveyance thence with the said line reversely,
4. South 16 degrees 29 minutes 15 seconds West 243.90 feet to the place of beginning.

CONTAINING 1.00 acres of land, more or less.

TOGETHER with an easement or right of way 10 feet in width extending westerly from the northwesternmost boundary of the one-acre of land hereinbefore described along and bounding on the southerly edge of the Old Laurel-Ft. Meade Road (also known as Maryland Route No. 216) to provide access to the existing storm drain located on the adjacent property of Maryland Escrow, Inc. Any plan of storm drainage to be installed by S & A Realty Co., Inc. in said Easement or Right of Way shall not, in any way, damage, impair or impede the development and use of the remaining lands of Maryland Escrow, Inc. west of and contiguous to the parcel herein described, including the 17.7 acres of land owned by Maryland Escrow, Inc. on the north side of the Old Laurel-Ft. Meade Road (Maryland Route No. 216).

Mailed to:

Fidelity Fed. S&L

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256732

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ANNAPOLIS PAVING SERVICE, INC.  
Address 111 Defense Highway, Annapolis, MD 21401

RECORD FEE 11.00  
#12261 0040 RM1 T12:51  
MAY 14 85

2. SECURED PARTY

Name L.B. SMITH, INC.  
Address Baltimore & Washington Expressway and Dorsey Road, Hanover, MD 21076

Also Assignee -

AMCA INTERNATIONAL FINANCE CORPORATION  
200 Executive Drive, Brookfield, WI 53005

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Koehring Bomag Model (BW100A) Vibratory Roller, S/N 150-117879

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature] (Signature of Debtor) POB (Title)

ANNAPOLIS PAVING SERVICE, INC.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] (Signature of Secured Party) (Title)

L.B. SMITH, INC.  
Type or Print Above Signature on Above Line



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 14 PM 12:53

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

256733

RECORDATION TAX PAID  
ON THE MORTGAGE TO  
ANNE ARUNDEL COUNTY

RECORD IN FINANCING RECORDS  
INDEX IN LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND  
LIBER - 485 PAGE 338

NOT SUBJECT TO  
RECORDATION TAX

DATE: May 9, 1985

SECURITY AGREEMENT/FINANCING STATEMENT

DEBTOR:

ARUNDEL WOODS CONSTRUCTION CO., INC.  
ROBERT A. WILLIAMS  
ANITA G. WILLIAMS, his wife

Address:

P.O. Box 152  
Pasadena, MD 21122

SECURED PARTY:

LIBERTY FEDERAL SAVINGS  
AND LOAN ASSOCIATION

401 N. Howard Street  
P.O. Box 1597  
Baltimore, MD 21203

1. Debtor hereby grants and conveys to Secured Party a secured interest in all of the property hereinafter described in Paragraph #3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Mortgage dated of even date herewith in the amount of One Hundred Three Thousand and 00/100 (\$103,000.00)

RECORDED FEE --- 19.00  
POSTAGE .50  
#12517 0040 RM 110-05

Dollars, from Debtor to Secured Party, covering certain real property located in the State of Maryland, and hereinafter described in Paragraph #5 hereof.

MAY 15 1985

2. The said Mortgage is hereby incorporated by reference and is made a part hereof. Debtor agrees that in the event of any default in said Mortgage, which remains uncured after any applicable grace period contained in said Mortgage, that such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland or any other applicable law, in addition to any rights and

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1985 MAY 15 AM 10:14

M.J.  
CLERK

J.F.  
CLERK

E. AUBREY COLLISON  
CLERK

190 3

remedies provided in such Mortgage. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion.

3. All of the following property is subject to the Security Agreement/Financing Statement hereby created from Debtor to Secured Party:

- (a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereinafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.
- (b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, construction contracts, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, except to the extent that said land and collateral are released pursuant to the terms and provisions of the mortgage referred to in paragraph 1 hereof.

4. Proceeds of collateral are covered hereunder.

5. The property described in paragraph #3 hereof is (or is intended to be) affixed, installed or placed in the following described real estate:

BEING KNOWN AND DESIGNATED as Lot No. 82, Block B, as shown on Plat 2, Section 4, "Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 82, folio 15. The improvements thereon to be known as 305 Linden Shade Court.

~~See Schedule "A" attached hereto and made a part hereof~~

6. A release of the mortgage referred to herein will operate as a release of this instrument as to the property contained in the release of mortgage.

DEBTOR:  
ARUNDEL WOODS CONSTRUCTION CO., INC.

By: Robert A. Williams  
ROBERT A. WILLIAMS, President

Robert A. Williams  
ROBERT A. WILLIAMS, Individually

Anita G. Williams  
ANITA G. WILLIAMS, Individually

~~SECRET~~

TO THE FILING OFFICER:

After this Statement has been recorded, please mail the same to Coady & Farley, 400 Allegheny Avenue, Towson, Maryland, 21204.

Mailed to: \_\_\_\_\_

*A*

LIBER - 485 PAGE 341

256734

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)
Rodney C. Andress, Jr. 3149 Catrina Lane Annapolis, Maryland 21403	FIRST AMERICAN BANK, N.A. 740 15th Street, N.W. Washington, D. C. 20005

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
POSTAGE .50  
#90052 0055 R02 110:56  
MAY 15 85

This financing statement covers the following types (or items) of property:

Evinrude Outboard Motor Model 115 MLCR 1984, Serial No. 0411844

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: Rodney C. Andress, Jr.  
Madeline Brungart  
Signature(s) of Debtor(s)

By: FIRST AMERICAN BANK, N.A.  
[Signature]  
Signature(s) of Secured Party(ies)

12.00  
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party



LIBRARY COLLISION  
MAY 11 11:02 AM '85  
RECEIVED RECORDS  
ANNE ARUNDEL COUNTY

FINANCING STATEMENT

256751

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court of Anne Arundel County Land Records with the filing of a Deed of Trust dated 4/26/85.
- 5. Debtor(s) Name(s) Address(es)  
Robert J. Green, Individually 7177 Baltimore-Annapolis Blvd.  
and Trading As Ferndale Shell Glen Burnie, MD 21061

6. Secured Party Address  
Equitable Bank, National Association 100 South Charles Street  
Attention: P. Lankford 050314 Baltimore, Maryland 21201  
(Type name & title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
 Robert J. Green (Seal) \_\_\_\_\_ (Seal)  
 Robert J. Green, Individually  
 and Trading As Ferndale Shell \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)



EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 5TH FL.  
 BALTIMORE, MARYLAND 21201

Mailed to \_\_\_\_\_

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY

1985 MAY 16 AM 10:47

E. AUBREY COLLISON  
 CLERK

12.00  
 .50

RECORD FEE 12.00

POSTAGE .50

#12404 0040 RM 110:40

MAY 16 85

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

256752

5. Debtor(s) Name(s) Address(es)  
**Chesapeake Spas, Inc.** 14 Mayo Road  
 Edgewater, Maryland 21037

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: **Maryanna Warfield** Documentation Assistant Baltimore, Maryland 21201

RECORD FEE 11.00  
 POSTAGE .50  
 #12405 040 R01 T10:40  
 MAY 16 85

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and acccessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and acccessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
**Chesapeake Spas, Inc.** (Seal) \_\_\_\_\_ (Seal)  
 BY: David W. Ward, President (Seal) BY: Stanley D. Elsey, Vice President (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)



EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 5TH FL.  
 BALTIMORE, MARYLAND 21201

Mailed to: \_\_\_\_\_

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

11.50  
1985 MAY 16 AM 10:47

E. AUBREY COLLISON  
CLERK

11/2 3

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 252364 recorded in  
Liber Book 474, Folio Page 120 on 6-21-84 at Anne Arundel County  
Date Location

1. DEBTOR(S):

Name(s) Arvid Inc. T/A McMichael Annapolis  
Address(es) Yacht Haven Suite 20, 3261 1st Street Annapolis MD 21403

2. SECURED PARTY:

Name Maryland National Bank  
Address 225 N. Calvert Street Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- CONTINUATION. The original Financing Statement referred to above is still effective.
- TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. See Attached

RECORD FEE 10.00  
POSTAGE .50  
#90176 0257 R02 T11:57  
MAY 16 85

9. SIGNATURES.

[Handwritten Signatures]

SECURED PARTY

[Handwritten Signature]  
By James E. Harris  
Assistant Vice-President  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

1985 MAY 16 PM 12:09  
E. AUBREY COLLISON  
CLERK

1050

LIBER - 485 PAGE 345

"All of Undersigned debtor's present and future inventory of any kind, whether now owned or hereafter acquired, including, but not limited to, present and future inventory of parts, supplies, equipment and accessories, and all of the undersigned debtor's present and future accounts and contract rights, including rights under policies of insurance and sums payable thereunder; and proceeds of any and all of the foregoing. All of Undersigned debtor's present and future inventory of all new and used boats of all kinds including those now owned by debtor and those hereafter acquired by debtor".

Mailed to: Maryland Bell Bank.

FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

- 1. Name of Debtor: THOMAS C. MITCHELL and  
Address: MARIA M. MITCHELL  
2850 Riva Road  
Annapolis, Maryland 21401
- 2. Name of Secured Party: ADMIRAL-BUILDERS SAVINGS AND  
Address: LOAN ASSOCIATION  
1746-48 York Road  
Ridgely Plaza Shopping Center  
Lutherville, Maryland 21093
- 3. This Financing Statement covers the following types (or items) of property:

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures of every kind and description, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating and lighting equipment, pipes, pumps, tanks, motors, conduits, refrigerators, plumbing, ventilating, air-cooling and air-conditioning apparatus, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Mortgage dated May 15, 1985, from Debtor to Admiral-Builders Savings and Loan Association, all property being located in the Second Assessment District of Anne Arundel County, State of Maryland, said property being known and designated as Lot Numbered Nine (9) containing 54,378 square feet, more or less, as per Plats entitled "Broadview Estates South", duly recorded among the Plat Records of Anne Arundel County, Maryland, at Book 97 Pages 10 and 11, with improvements thereon.

2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(x) (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

Debtor:

Secured Party:

Thomas C. Mitchell  
Thomas C. Mitchell

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

Maria M. Mitchell  
Maria M. Mitchell

BY: William M. Levy  
William M. Levy

1985 MAY 16 PM 2:26  
 E. AUBREY COLLISON  
 CLERK

BL  
CLERK

RECORD FEE 12.00  
POSTAGE .50  
#90218 C237 R02 T14:23  
MAY 14 85

1250

KARL M. LEVY  
WILLIAM M. LEVY  
ATTORNEYS  
FIDELITY BUILDING  
210 N. CHARLES ST.  
BALTIMORE, MD. 21201

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS **MMS**

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

256755

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 15,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
J. Douglas Miller, Inc.	225 Cape St. John Road Annapolis, Maryland 21401

<u>Secured Party</u>	<u>Address</u>
----------------------	----------------

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

1-New 1981 Northwestern Skid Steer Loader, Serial #2011

RECORD FEE 11.00  
RECORD TAX 105.00  
POSTAGE .50  
#12420 0000001 T1445-4  
MAY 16 1985

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3.  Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)  
J. Douglas Miller, Inc.  
By: *J. Douglas Miller* PRES  
John Douglas Miller, President

Secured Party (or Assignee)  
FARMERS NATIONAL  
BANK OF MARYLAND

BY *Frank T. Lowman*  
Frank T. Lowman  
Senior Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

*[Handwritten mark]*



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1985 MAY 16 PM 2:56  
E. AUBREY COLLISON  
CLERK

11/8  
10.50  
22

032567

LIBER - 485 PAGE 348

256756

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Gloria A. Collinson  
Francis B. Collinson

81 Old Solomons Island Road  
Lothian Md. 20711

Secured Party

Address

FARMERS NATIONAL BANK OF MD

5 Church Circle  
Annapolis, Md. 21404

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Computer	9816S Pot805,630	Printer Stand	92261S
Additional Memory Bd	WKBP	Paper	92261N
Printer	2225A	Ink Cartridges	92261A
"E" Size Drafting Plotter	7585B		
15 Megabyte Drive	9133D		
4 Meter Cable	31389L		
Cable	31389A		
Diskettes	Sony D4440		

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 12.00  
 RECORD TAX 175.00  
 POSTAGE .50  
 #90360 C237 R02 110:28  
 MAY 17 85

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

*Gloria Collinson*  
 Gloria Collinson  
*Francis B. Collinson*  
 Francis B. Collinson

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY *Susan F. Smith*  
Susan F. Smith

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 17 AM 10:29

E. AUBREY COLLISON  
CLERK



12-  
175.50

LIBER - 485 PAGE 349

256757

FINANCING STATEMENT

For Filing Officer Use	
File No.....	.....
Date &	.....
Hour.....	.....

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

ENTREX CORPORATION T/A Mums Restaurant		136 Dock Street	Annapolis, Maryland	21401
---	--	-----------------	---------------------	-------

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

SECURITY NATIONAL BANK, 2000 M Street, N.W., Washington, D.C. 20036.

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule "A" attached hereto and incorporated herein by reference.

RECORD FEE 12.00  
 POSTAGE .50  
 #90362 C237 R02 110:31  
 MAY 17 85

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
 The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

ENTREX COPORATION  
T/A Mums Restaurant

SECURITY NATIONAL BANK (Seal)  
(Corporate, Trade or Firm Name)

By: Robert A. Platt, President

By: David G. Fleming, Sr. Vice Pres.  
Signature of Secured Party or Assignee

Robert A. Platt, President  
(Type or print name under signature)

David G. Fleming, Senior Vice President  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

RETURN TO:

David G. Fleming, Senior Vice President  
Security National Bank  
2000 M Street, N. W.  
Washington, D. C. 20036

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 17 AM 10:33

E. AUBREY COLLISON  
CLERK



1250

SCHEDULE "A"

LIBER - 485 PAGE 350

- (a) Inventory Collateral. All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.
- (b) Receivables Collateral. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of inventory (collectively "Receivables").
- (c) Furniture, Fixtures, Equipment and Supplies Collateral. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, and cash and non-cash proceeds thereof.
- (d) Leasehold Collateral. All of the Debtor's right, title and interest as a tenant in, to and under that certain lease dated February 10, 1974, by and between Vincent Pirro Industries, Inc., and Hershberger/Patrick, as Landlord or Lessor, pertaining to the property located at 136 Dock Street, Annapolis, Maryland 21401, as assigned to the Debtor and confirmed pursuant to an Acknowledgement of Lease and Attornment Agreement dated May 3, 1985, together with all extensions, renewals and modifications of or substitutions for such lease, and all proceeds thereof.

Mailed to: David Flemming

UNIFORM COMMERCIAL CODE

STATEMENT OF RELEASE

LIBER - 485 PAGE 351

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER NO. 452

PAGE NO. 27

IDENTIFICATION NO. 243451

DATED: July 14, 1982

PROPERTY: 1581 LONG POINT ROAD  
ANNE ARUNDEL COUNTY, MARYLAND

1. DEBTOR: MARY WEBB, INC.  
1581 Long Point Road  
Pasadena, Maryland 21122
2. SECURED PARTY: FAIRFAX SAVINGS ASSOCIATION  
17 Light Street  
Baltimore, Maryland 21202
3. FULL TERMINATION ✓

FAIRFAX SAVINGS ASSOCIATION

DATED: May 10, 1985

BY: Judith B. Covington  
Judith B. Covington  
Vice President

RECORD FEE 10.00  
POSTAGE .50

RETURN TO:

MARYLAND TITLE COMPANY  
One Rutherford Plaza  
P.O. Box 17339  
Baltimore, Maryland 21203

#90406 C237 R02 T12:42

MAY 17 85

Mailed to: \_\_\_\_\_

RECEIVED FOR RECORD  
CIRCUIT COURT BAL. COUNTY  
1985 MAY 17 PM 12:44  
E. AUBREY COLLISON  
CLERK

1050

UNIFORM COMMERCIAL CODE

STATEMENT OF RELEASE

LIBER - 485 PAGE 352

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT ~~35250~~

LIBER NO. 452

PAGE NO. 29

IDENTIFICATION NO. 243452

DATED: July 14, 1982

PROPERTY: 1581 LONG POINT ROAD  
ANNE ARUNDEL COUNTY, MARYLAND

1. DEBTORS: RONALD M. KING  
13930 Marsh Lane, No. 318  
Dallas, Texas 75234
- ELIZABETH M. KING  
307 Layton Road  
Reisterstown, Maryland 21136
2. SECURED PARTY: FAIRFAX SAVINGS ASSOCIATION  
17 Light Street  
Baltimore, Maryland 21202

3. FULL TERMINATION

FAIRFAX SAVINGS ASSOCIATION

RECORD FEE  
POSTAGE

10.00  
.50

DATED: May 10, 1985

BY:

*Judith B. Covington*  
Judith B. Covington  
Vice President

RETURN TO:

#90407 C237 R02 T12:42  
MAY 17 85

MARYLAND TITLE COMPANY  
One Rutherford Plaza  
P.O. Box 17339  
Baltimore, Maryland 21203

Mailed to: \_\_\_\_\_



RECEIVED FOR RECORD  
COURT HOUSE BALTIMORE COUNTY  
1985 MAY 17 PM 12:44  
E. AUBREY COLLISON  
CLERK

1050



**FINANCING STATEMENT**

256760

1.  To Be Recorded in the Land Records at \_\_\_\_\_
2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
3.  Not subject to Recordation Tax.
4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Hyatt and Chep. P.A. Address(es) 1919 West Street  
Annapolis, Md. 21401

RECORD FEE 11.00  
 POSTAGE .50  
 #12476 0040 R01 T14827  
 MAY 17 85

6. Secured Party Address  
 Maryland National Bank 1713 West Street  
 Attention: Vikki Johnson Annapolis, Md. 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Hyatt and Chep, P.A.  
  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank  
  
Maureen Konschnik - Commercial Loan Officer  
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.



RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY

1985 MAY 17 PM 2:33

E. AUBREY COLLISON  
 CLERK

1100 50

SCHEDULE "A"

LIDER - 485 PAGE 354

This Schedule "A" is attached to and made a part of a security agreement and financing statements dated 3-28-85 between Maryland National Bank and Hyatt & Chep.

IBM PC Dual Drive w/512K  
CHD 38/6 Hard Disk  
NEC 8850 Printer  
PCNet Blossom Board  
PCNet Software  
DOS 2.1  
Orchid Spooler  
Lemon Surge Protectors  
Syquest Cartridges

Shipping & Handling

All above-listed items from Inv. #228-397-B, CNet Technologies, Inc.,  
Fairfax, VA.

Mailed to Secured Party

5657

LIBER - 485 PAGE 355

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 236931

RECORDED IN LIBER 435 FOLIO 80 ON March 6, 1981 (DATE)

1. DEBTOR

Name ARUNDEL STRUCTURES, INCORPORATED

Address 1993 Moreland Parkway, Bay 10, Annapolis, Maryland 21401

2. SECURED PARTY

Name ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

Address 7699 Harford Road, Baltimore, Maryland 21234

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) March 2, 1982

RECORDS FEE

10.00

POSTAGE

.50

MAY 17 85

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p><u>✓</u> Lots 11 and 12 Block P Plat of Orchard Beach, Third Assessment District of Anne Arundel County, State of Maryland</p>	

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

Dated March 28th, 1985

BY: Lewis E. Messick  
(Signature of Secured Party)

Lewis E. Messick  
Type or Print Above Name on Above Line  
Senior Vice-President

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY



1985 MAY 17 PM 3:22

E. AUBREY COLLISON  
CLERK

10.8

256761

1

LIBER - 485 PAGE 356

TO BE RECORDED:

- Among the Financing Statement Records of Anne Arundel County, Maryland
- Among the Financing Statement Records of Baltimore County, Maryland
- Among the Records of the State Department of Assessments and Taxation

Not Subject to Recordation Tax

Principal Amount is \$8,257,700.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same loan.

FINANCING STATEMENT

- |  |  |
|--|--|
| 1. Debtor:   | Address:                                       |
| Regency Club Limited Partnership   | 204 East Joppa Road<br>Towson, MD 21204        |
| 2. Secured Parties:  |  |
| Mercantile-Safe Deposit and Trust Company, a Maryland Corporation, Trustee | Two Hopkins Plaza<br>Baltimore, Maryland 21201 |
| 3. Maturity Date of Obligation:  | July 1, 2027                                   |
| 4. This Financing Statement Covers:  |  |

BL CLERK

RECEIVED FOR RECORD  
CLERK COURT HOUSE COUNTY

1985 MAY 20 AM 8:53

E. AUBREY COLLISON  
CLERK

RECORD FEE 15.00  
POSTAGE .50  
#90458 0055 R02 T08:49  
MAY 20 85

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise cooking apparatus, and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all

*Handwritten initials/signature*

goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

5. The aforesaid items are included as security in a Deed of Trust and Security Agreement of even date herewith given by Debtor to Trustees for Secured Parties, recorded or intended to be recorded among the Land Records of Baltimore County, Maryland to secure an indebtedness by the Debtor to Secured Parties and are deemed by said Deed of Trust and Security Agreement to be a part of the hereinafter described real estate.
6. Proceeds of collateral are covered hereunder.
7. The real property upon which a portion of the goods may attach as fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:

Regency Club Limited Partnership

By: D. Richard Rothman (SEAL)  
D. Richard Rothman,  
General Partner

Secured Parties:

Mercantile-Safe Deposit and  
Trust Company, Trustee

By: Robert Spuro (SEAL)  
Authorized Officer

Dated: May 16, 1985

MR CLERK:

After recordation, please mail to:

David C. Hjortsberg, Esquire  
Reese and Carney  
8651 Baltimore National Pike  
Ellicott City, Maryland 21043

DCH:vhg/602  
5/3/85

## EXHIBIT A

Beginning for the same on the east side of Heritage Hill Drive, 60 feet wide, said point being designated Point #2 on a plat entitled "Plat Four, Section Two, HERITAGE HILL", dated April 1979 and recorded among the Plat Records of Anne Arundel County in Plat Book 76, folio 1, Plat #3976.

Thence along the east side of Heritage Hill Drive north 32 degrees 40 minutes 45 seconds west 112.42 feet, thence leaving Heritage Hill Drive and for a new line of division North 57 degrees 19 minutes 15 seconds east 116.35 feet to a point designated point #21 on the aforementioned Plat 3976, said point being also the southwest corner of the recreation area shown on Plat 3976, thence binding on the aforementioned recreation area the four following courses and distances, viz; (1) north 77 degrees 28 minutes 16 seconds east 138.29 feet (2) north 87 degrees 42 minutes 34 seconds east 175.14 feet (3) north 78 degrees 41 minutes 24 seconds east 188.66 feet and (4) south 53 degrees 16 minutes 05 seconds east 179.34 feet to intersect the easterly boundary of Section Two, said point being designated point 11 on Plat 3976, thence binding on said boundary line as shown on a plat entitled "Plat Three, Section Two, HERITAGE HILL", dated April 1979 and recorded among the Plat Records of Anne Arundel County in Plat Book 75, folio 50, Plat #3975 South 11 degrees 54 minutes 41 seconds east 759.53 feet to intersect the northerly side of Burwood Road, said point being designated point #10 on Plat #3975, thence binding on said north side of Burwood Road the three following courses and distances viz: (1) South 85 degrees 40 minutes 41 seconds West 607.55 feet (2) North 81 degrees 35 minutes 10 seconds West 49.29 feet and (3) North 59 degrees 47 minutes 05 seconds West 26.92 feet thence along a fillet line north 36 degrees 35 minutes 11 seconds West 106.08 feet to intersect the east side of Heritage Hill Drive said point being designated point #14 on the aforementioned plat #3975, thence binding on the east side of Heritage Hill Drive the two following courses and distances viz: (1) North 8 degrees 24 minutes 50 seconds east 79.31 feet and (2) along a curve to the left with a radius of 700.00 feet for a distance of 502.05 feet said curve being subtended by a chord bearing north 12 degrees 07 minutes 58 seconds West 491.36 feet to the place of beginning.

Containing 13.101 acres of land more or less.

Being all that property more particularly shown on a plat entitled, "Revised Plat Three, Section II, HERITAGE HILL - Regency Club Rental Apartments", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 95, folio 34.

Mailed to Secured Party

FINANCING RECORDS  
A.A. COUNTY

(2)

FINANCING STATEMENT

256762

NOT SUBJECT TO  
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. NAME AND ADDRESS OF DEBTOR: ANNE ARUNDEL COUNTY  
44 Calvert Street  
Arundel Center  
Annapolis, Maryland 21404  
Attention: Director of Administration
2. NAME AND ADDRESS OF SECURED PARTY: MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
2 Hopkins Plaza  
Baltimore, Maryland 21203  
Attn: Corporate Trust Department

3. This Financing Statement covers the following types (or items) of property:

(a) All right, title and interest of the Debtor in and to any moneys held under the Trust Indenture dated as of May 1, 1985 between the Debtor and the Secured Party (the "Indenture"), including the proceeds of the Debtor's Anne Arundel County, Economic Development Revenue Bonds, Series 1985 (FHA Insured Mortgage Loan - The Regency Club Facility), dated as of May 1, 1985, in the aggregate principal amount of \$8,765,000 (the "Bonds") and the interest, profits and other income derived from the investment thereof.

(b) All right, title and interest of the Debtor in and to and remedies under the Loan Agreement (the "Loan Agreement") dated as of May 1, 1985 between the Debtor, Secured Party and Regency Club Limited Partnership, a Maryland limited partnership (the "Owner"), the Deed of Trust Note dated May 16, 1985 from the Owner to the Secured Party in the amount of \$8,257,700, and the security therefor (including without limitation, a Deed of Trust dated May 16, 1985 from the Owner to Thomas A Summerlin and L. Sandra Despeaux, trustees), including all Federal Housing Administration or casualty insurance benefits or condemnation awards payable with respect thereto and any interest, profits and other income derived from the investment thereof.

(c) All funds, moneys and securities and any and all other rights and interest in property whether tangible

RECORD FEE 11.00  
POSTAGE .50  
#90459 C055 R02 J08:49  
MAY 20 85



RECEIVED FOR RECORD  
CIRCUIT COURT A.A. COUNTY

1985 MAY 20 AM 8:53

E. AUBREY COLLISON  
CLERK

1100  
D

or intangible, from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the Debtor or by anyone on its behalf or with its written consent to the Secured Party.

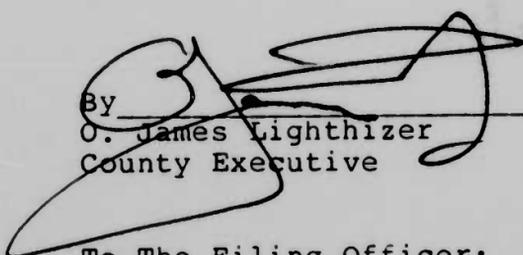
However, under the Indenture the Debtor retains (a) its rights to the payment of taxes, sewer or water rents and any other dues, charges or levies on or relating to the Facility and (b) any rights which the County or its officers, agents or employees may have under the Indenture and the Loan Agreement to indemnification by the Owner and by any other persons and to payments for expenses incurred by the Owner, its officers, agents and employees, and all enforcement remedies with respect thereto.

4. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Indenture, entered into as security for the Bonds, which are issued pursuant to the Maryland Economic Development Revenue Bond Act, Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland (the "Act").

5. Proceeds and products of the collateral are also covered.

Debtor:  
  
ANNE ARUNDEL COUNTY,  
MARYLAND

Secured Party:  
  
MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY

By   
O. James Lighthizer  
County Executive

By   
Vice President  
  
THOMAS A. SUMMERLIN  
VICE PRESIDENT

To The Filing Officer: After this statement has been recorded, please mail the same to:

Lawrence O. Snead, III, Esquire  
Dow, Lohnes & Albertson  
5th Floor  
1255 Twenty-Third Street, N.W.  
Washington, D.C. 20037

Mailed to: \_\_\_\_\_

FINANCING STATEMENT

- 1. Names of Debtors: ADAM BAGDASIAN  
SHIRLEY J. BAGDASIAN  
Address: 1500 Fullerton Road  
Edgewater, Maryland 21037
- 2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate and Mortgage Banking  
Department  
10 Light Street  
Baltimore, Maryland 21202

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 MAY 20 AM 10:22

E. AUDREY COLLISON  
CLERK

BL  
CLERK

- 3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated MAY 14, 1985 from Debtors to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtors of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

- 4. Recordation tax on the principal sum of \$250,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

RECORD FEE 14.00  
POSTAGE 1.50  
#90469 C237 R02 J10:08  
MAY 20 85

Debtors:

Secured Party:

MARYLAND NATIONAL BANK

Adam Bagdasian  
Adam Bagdasian

By Richard C. Jacobs  
Richard C. Jacobs  
Mortgage Loan Officer

Shirley J. Bagdasian  
Shirley J. Bagdasian

14  
50

LIBER - 485 PAGE 362

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Kathleen M. Donahue

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE  
ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

PROPERTY DESCRIPTION

ALL that parcel or parcels of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

PARCEL NO. 1

BEING KNOWN AND DESIGNATED as Lot Nos. 248, 249, 250, 251, 252, 265, 266, 267, 268 and 269 as shown on a Plat entitled, "Map of Woodland Beach, District #1, Anne Arundel County, Maryland" and recorded among the Plat Records of Anne Arundel County in Plat Book #8, folio 8.

PARCEL NO. 2

BEGINNING for the same at a point located on the West side of Mayo Road and at the division corner between Lot 264 and 265 as shown on a Plat of Woodland Beach, recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 8, THENCE running from the place of beginning so fixed and running along the west side of Mayo Road South 08° 45' 40" East 5.02 feet to a point; THENCE leaving said Mayo Road and running through Lot 264, as shown on said Plat, South 81° 14' 20" West 29.41 feet to the Northeast corner of the building now located on Lots 255 through Lot s 264, as shown on said Plat; THENCE with the Northernmost wall of said building and continuing through said Lot 264 and also running through Lots 259 and 258 as shown on said Plat South 77° 51' 52" West 100.41 feet to the Northwest corner of said building; THENCE leaving said building and continuing through said Lot 258 and also running through Lots 257, 256 and 255, North 89° 55' 40" West 71.20 feet to a point located at the common division corner between Lots 247 and 248 and Lots 254 and 255 all as shown on said Plat; THENCE running with the division line between Lots 248 and 255, 249 and 256, 250 and 257, 251 and 250, 252 and 259, and Lots 265 and 264, all as shown on the said Plat North 81° 14' 20" East 200.00 feet to the place of beginning. Containing 0.031 acres of land, more or less, and as described by McCrone, Inc., Registered Engineer and Land Surveyors, in May 1944. BEING part of Lots 255, 256, 257, 258, 259 and 264, all as shown on the above mentioned Plat of WOODLAND BEACH, recorded among the Plat Records of Anne Arundel County in Plat Book 8, page 8.

Mailed to Secured Party

256776

LIBER - 485 PAGE 364

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Gould Inc. Defense Electronics Division 6711 Baymeadows Drive Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Ave. Suite 340 Des Plaines, IL. 60018	For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:  
 NEW: SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR A COMPLETE EQUIPMENT DESCRIPTION  
 "This transaction is a lease and is not intended by the parties to be a security transaction; filing is only intended to make the a matter of public record.

ASSIGNEE OF SECURED PARTY

RECORD FEE 11.00  
 POSTAGE 50  
 490537 0237 R02 T09:11  
 MAY 21 85  
 021

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Filed with County Recorder-Anne Arundel  
 Gould Inc. Defense Electronics Division ..... Equitable Life Leasing Corporation .....  
 By: *William H. [Signature]* ..... By: *[Signature]* .....  
 Signature(s) of Debtor(s) ..... Signature of Secured Party

11.50 STANDARD UCC-2 Modern Law Form. CHICAGO  
 (1) FILING OFFICER COPY - ALPHABETICAL

→ Illinois Code Co.  
 PO Box 2969  
 Springfield IL

62708

RECEIVED FOR RECORD  
 CIRCUIT COURT, I.A.A. COUNTY  
 1985 MAY 21 AM 9:18  
 E. AUBREY COLLISON  
 CLERK

BL  
 CLERK

1150

# EQUITABLE LIFE LEASING

SCHEDULE "A"

1-3-10-130249-03-021

LIBER - 485 PAGE 365

Page 1 of 1

This schedule is to be attached to and becomes part of the Agreement dated April 10, 1985, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New	4	Disk Drive, MCPU Board & 1 SIOA Board	CS/1	0885,0817,1367,1417
	8	SIOA Right - Port Card	SI/CA	
	4	Software	SW/1A	
	4	Transceiver Cable 100'	TCA100	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Mailed to Secured Party

Gould, Inc.

(Name)

By:

*William A. Cunningham*  
William A. Cunningham

Its:

Director

256774

LIDER - 485 PAGE 366

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Gould, Inc. Defense Electronics Division 6711 Baymeadow Drive Glen Burnie, MD. 21061	Equitable Life Leasing Corporation 1111 E. Touhy Ave. Suite 340 Des Plaines, IL. 60018	

4 This financing statement covers the following types (or items) of property:

New: SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE  
MADE A PART HEREOF FOR A COMPLETE EQUIPMENT DESCRIPTION

"This transaction is a lease and is not intended by the parties  
to be a security transaction; filing is only intended to make the lease  
a matter of public record."

RECORD FEE 11.00  
POSTAGE 50  
MAY 21 85

ASSIGNEE OF SECURED PARTY

022

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented:

Filed with: County Recorder - Anne Arundel

Gould, Inc.  
Defense Electronics Division

Equitable Life Leasing Corporation

By: *William H. King*  
Signature(s) of Debtor(s)

By: *W. King*  
Signature of Secured Party

11.50 STANDARD

UCC-2 Modern Law Form CHICAGO

(1) FILING OFFICER COPY - ALPHABETICAL

ILLINOIS Code Co.  
PO Box 2969  
SPRINGFIELD, IL  
62708



RECEIVED FOR RECORD  
CIRCUIT COURT, S.A. COUNTY

1985 MAY 21 AM 9:18

E. AUBREY COLLISON  
CLERK

11/50

# EQUITABLE LIFE LEASING

256775

SCHEDULE "A"  
LIBER - 485 PAGE 367

1-3-10-130249-03-022

Page 1 of 1

This schedule is to be attached to and becomes part of the Agreement dated April 10, 1985, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

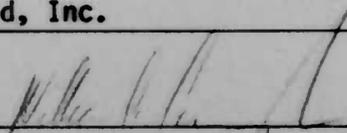
NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New	2	IBM PCXT/256K,1/360K Drive	5160086	
	2	PGS Color Monitor	6329800	
	2	Enhanced Graphics Adapter	1501200	
	2	Asynch Comm Adapter	1502074	
	2	Communication Cable	1502067	
	2	3101 Emulation Software	6024042	
	2	MZ Mouse, Bit Pad, And Software (Optical Mouse)	M-Z Mouse	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Mailed to Secured Party

Gould, Inc.

(Name)

By: 

William A. Cunningham

Its: Director

256773

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)

Secured Party(ies) and address(es)

For Filing Officer

Timothy Schwoerer DBA  
Jet Service Center  
2319 Mountain Road  
Pasadena, MD 21122

MAP Leasing Co.  
P.O. Box 25  
Winona, MN 55987

RECORD FEE 11.00  
#90544 0237 R02 109:16  
MAY 21 85

1. This financing statement covers the following types (or items) of property:

one SG 1000-5-1 Surface Grinder Serial # 221958  
with attachments

Assignee(s) of Secured Party

WINONA  
NATIONAL AND SAVINGS BANK  
Winona, Minnesota 55987

2.  Products of Collateral are also covered.

3.  The described crops are growing or to be grown on: \*

4.  This statement covers timber to be cut, minerals or the like, accounts subject to Minn. Stat 336.9-103, Subd 5 or this is a fixture filing: \*  
\* If checked, see item 4 on reverse side.

Additional sheets presented.

Debtor is a transmitting utility as defined in Minn. Stat 336.9-105

For Filing with the Secretary of State of Minnesota

For Filing with the County Recorder

By: *Timothy Schwoerer*  
Signature of Debtor (Required in Most Cases)

By: *W. A. Collison*  
Signature of Secured Party ONLY in Cases Covered By Minn. Stat. 336.9-402(2)

*11.00*  
Filing Officer Copy—Alphabetical

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-1-REV. 6-76 This form of financing statement is approved by the Secretary of State effective January 1, 1977.



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 21 AM 9:18

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

Please send receipt to:

Sperry New Holland  
Branch 10  
500 Diller Ave.  
New Holland, Pa 17557

256777

113  
221

LIBER - 485 PAGE 369

FINANCING STATEMENT  
(NOT SUBJECT TO RECORDATION TAX)

FILE NO. \_\_\_\_\_

This Financing Statement dated \_\_\_\_\_ is presented to filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR  
Name: Maxwell H. Covington Jr.  
Address: 3171 Davidsenville Road, Davidsenville, MD 21035

2. SECURED PARTY  
Name: J. David Mullina & Son  
Address: 14420 Howard Road, Dayton, MD 21036

3. ASSIGNEE  
Name: SPERRY NEW HOLLAND CREDIT CORPORATION  
500 NORTH HOSKINS ROAD Branch 10  
RXX BOX 3357X 500 Diller Ave.  
CHARLOTTE NC 28233X New Holland, PA 17557  
Proceeds of Collateral are also covered.

4. Maturity date of obligation (if any) \_\_\_\_\_

5. This Financing Statement covers the following types (of items) of property:

1 NH 847 Baler S/N 658898

RECORD FEE 11.00  
POSTAGE .50  
#90541 0237 R02 T09:14  
MAY 21 85

BL  
CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY

1985 MAY 21 AM 9:18

E. AUBREY COLLISON  
CLERK

x Maxwell H. Covington Jr.  
(SIGNATURE OF DEBTOR)  
Maxwell H. Covington Jr.  
TYPE OR PRINT SIGNATURE ON ABOVE LINE

\_\_\_\_\_  
(SIGNATURE OF DEBTOR)  
TYPE OR PRINT SIGNATURE ON ABOVE LINE

J. David Mullina & Son  
(SIGNATURE OF SECURED PARTY)  
J. David Mullina & Son  
TYPE OR PRINT SIGNATURE ON ABOVE LINE

209099 REV. 4/83

MARYLAND

PRINTED IN U.S.A.

Mailed to Assignee  
~~Secured Party~~

11.50

113  
221

Please send receipt to:

Sperry New Holland  
Branch 10  
500 Diller Ave.  
New Holland, Pa 17557

256778

LIBER - 485 PAGE 370

FINANCING STATEMENT  
(NOT SUBJECT TO RECORDATION TAX)

FILE NO. \_\_\_\_\_

This Financing Statement dated \_\_\_\_\_ is presented to filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR Name: Maxwell H. Covington Jr.  
Address: 3171 Davidsonville Road, Davidsonville, MD 21035

2. SECURED PARTY Name: J. David Mullinia & Son  
Address: 14420 Howard Road, Dayton, MD 21036

3. ASSIGNEE Name: SPERRY NEW HOLLAND CREDIT CORPORATION  
500 NORTH HOSKINS ROAD Branch 10  
R.O. BOX 38847 500 Diller Ave.  
CHARLOTTE, NC 28238 New Holland, PA 17557

4. Maturity date of obligation (if any) \_\_\_\_\_  
Proceeds of Collateral Covered \_\_\_\_\_

5. This Financing Statement covers the following types (of items) of property:

1 NH 679 Spreader S/N 601935

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY  
1985 MAY 21 AM 9:18  
E. AUBREY COLLISON  
CLERK

BL  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
#90542 C237 R02 T09:14  
MAY 21 85

Maxwell Covington Jr.  
(SIGNATURE OF DEBTOR)  
Maxwell Covington Jr.  
TYPE OR PRINT SIGNATURE ON ABOVE LINE  
\_\_\_\_\_  
(SIGNATURE OF DEBTOR)  
TYPE OR PRINT SIGNATURE ON ABOVE LINE

J. David Mullinia & Son  
(SIGNATURE OF SECURED PARTY)  
J. David Mullinia & Son  
TYPE OR PRINT SIGNATURE ON ABOVE LINE

209099 REV. 4/83

MARYLAND

PRINTED IN U.S.A.

Mailed to ~~Secured Party~~ Assignee

11.50

STATE OF MARYLAND

LIBER - 485 PAGE 371

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241883

RECORDED IN LIBER 448 FOLIO 71 ON March 24, 1982 (DATE)

1. DEBTOR

Name Schueler, Victor M., Schueler, Bertie L. (wife)  
d/b/a Vic Schueler- Mac Tools Distributor  
Address 548 West Court, Glen Burnie, Maryland 21061

2. SECURED PARTY

✓ Name MAC TOOLS, INC.  
Address P.O. BOX 370  
Washington Court House, Ohio 43160  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY  
1985 MAY 21 AM 9:56  
E. AUBREY COLLISON  
CLERK

RECORD FEE 10.00  
POSTAGE .50  
#90546 0237 R02 T09:19  
MAY 21 85



Dated April 19, 1985

[Signature]  
(Signature of Secured Party)

MAC TOOLS, INC. Credit Manager  
Type or Print Above Name on Above Line

Mailed to Secured Party

10.50

12.30

256780

LIBER - 485 PAGE 372

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Pannuty, Ruben T.  
(Name or Names—Last Name First)  
559 Jandon Court, Millersville, Maryland 21108  
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

*All Equipment and Accessories financed by secured party and all  
future purchases of Equipment and Accessories, now located or to  
be located on the premises known as 7460 Baltimore &  
Annapolis Boulevard, Glen Burnie, Maryland.*

RECORD FEE 11.00  
POSTAGE .50  
490525 0055 R02 TOR:43  
MAY 21 85

- 4. Proceeds of collateral are covered hereunder: YES  NO
- 5. Products of collateral are covered hereunder: YES  NO
- 6. This transaction (is) ~~(is)~~ exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$85,000.00

8. Filed with: Clerk of the Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 18<sup>th</sup> day of April, 19 85

DEBTOR:  
*Rubeny Pannuty*  
By: \_\_\_\_\_  
(Title)  
Ruben T. Pannuty

SECURED PARTY:  
THE BANK OF GLEN BURNIE  
By: *Earl G. Walter*  
Earl G. Walter (Title)  
Executive Vice President

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	_____



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 21 AM 10:07

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

11.50

LIBER - 485 PAGE 373

256781

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
(Last Name First)				

Professional Communications Incorporated  
914 Bestgate Road & 609 Commerce Drive  
Annapolis, MD & All locations

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
ITT Commercial Finance Corp	One Cherry Hill Suite 217	Box 2837	Cherry Hill, NJ	08034

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, fixtures, equipment, accounts receivable, notes, contracts, rights in patents, copyrights, trademarks, trade secrets, incentive payments, shares, securities, contracts, rights in action, and general intangibles, whether tangible or intangible, and all attachments, accretions and additions thereto, fixtures, accretions, and equipment therefor, and replacements and proceeds.

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

RECORD FEE 11.00  
#90526 0055 R02 708:45  
MAY 21 85

- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

<u>X Paul Shireman, pres</u>	ITT Commercial Finance Corp (Seal)
Professional Communications Incorporated	(Corporate, Trade or Firm Name)
<u>D. W. Shireman, pres</u>	<u>Paul J. Holtz</u>
(Type or print name under signature)	Signature of Secured Party or Assignee
	<u>PAUL J. HOLTZ, agt</u>
	(Owner, Partner or Officer and Title)
	(Signatures must be in ink)



Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1985 MAY 21 AM 10:07  
E. AUBREY COLLISON  
CLERK

11.00



 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) <del>(XXX)</del> Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Mark - Lang, Inc. 436 Obrecht Road Millersville, Maryland 21108	Secured Party Name and Address Gallaher Equipment Company, Inc. ↙ P. O. Box 9263 Richmond, Virginia 23227	
Assignee of Secured Party C.I.T. Corporation Box K-85 Richmond, Virginia 23288	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.  One (1) Bros. Model LSPRM-8A Roto-Mixer, S/N 4423.		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Mark - Lang, Inc.</u>	Secured Party <u>Gallaher Equipment Company, Inc.</u>	
By <u>[Signature]</u> Title <u>V.P.</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u>[Signature]</u> <u>C.T. GALLAHER, PRES.</u> Type or print name of person signing	
Type or print name(s) of person(s) signing <u>GLEN B. WHEELER, V.P.</u>		

RECORD FEE 11.00  
 POSTAGE 50  
 #90528 0055 R07 T08:51  
 MAY 21 95

Mailed to Secured Party

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY

1985 MAY 21 AM 10:07 (J.F. CLERK)

E. AUBREY COLLISON  
 CLERK STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

11-5-90

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated May 9, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Classic VW Inc. T/A Classic Motor Cars

Address 1930 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name Citicorp Acceptance Company, Inc.

Address 2 Greentree Centre, Suite 321, Marlton, NJ 08053

Person And Address To Whom Statement Is To Be Returned If Different From Above \_\_\_\_\_

RECORD FEE 12.00  
#12715 0345 R01 110:55  
MAY 21 85

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
Now in possession of the debtor or hereafter acquired, all inventory of new and used motor vehicles and all additions and accessions thereto, and all other inventory, all goods, including but not limited to, all machinery and shop equipment, data processing equipment, tools, appliances, trucks, furniture and fixtures, all accounts, chattel paper, Security Agreements, instruments, contract rights, participation accounts, deferred certificates, policies and certificates of insurance, documents, documents of title and general intangibles, including all monies and credits now due or to become due to dealer, all choses in action, existing or arising in the future in connection herewith, and all proceeds and products of the foregoing.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

Not subject to recordation tax

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ray W. Stevenson, Jr.  
(Signature of Debtor)

Ray Stevenson, Jr., Vice President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael Casinelli  
(Signature of Secured Party)

Michael Casinelli, Area Vice President  
Type or Print Above Signature on Above Line

RECEIVED FOR RECORDS  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1985 MAY 21 AM 11:02  
J.F. COLLIER  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

12.00  
80

H 108029

F/R AA COUNTY

\$1000

mm

LIBER - 485 PAGE 377

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 231674 recorded in

Liber 423, Folio 293 on 3/17/80 at A.A. County  
Date Location

1. DEBTOR(S):

Name(s) Cober, Timothy M. & Janet L.

Address(es) 904 Pinetrail Arnold, Md. 21012

2. SECURED PARTY:

Name Maryland National Bank

Address 225 N. Calvert St. Baltimore, Md. 21203

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50  
#09993 0055 R02 T10:01  
MAY 15 85

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By Anne M. Weiss

Anne M. Weiss, Title Clerk  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

1985 MAY 15 AM 10:10  
E. AUBREY COLLISON  
CLERK  
CR

RETURN TO:  
SAFECO TITLE INSURANCE COMPANY OF MARYLAND  
ST. PAUL & LEXINGTON STS.  
BALTIMORE, MD. 21202

Mailed to: \_\_\_\_\_



MARYLAND NATIONAL BANK  
We want you to grow.<sup>SM</sup>

256787

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 Reliable Contracting Company, Inc. 1 Churchview Road  
 Millersville, MD 21108

6. Secured Party \_\_\_\_\_ Address \_\_\_\_\_  
 Maryland National Bank 1713 West Street  
 Attention: Vikki Johnson Annapolis, MD 21401

RECORD FEE 11.00  
 POSTAGE .50  
 #12740 0040 01 14 1985  
 MAY 21 85

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.  
 Reliable Contracting Company, Inc.

By: William E. Baldwin, Jr. (Seal) President

Secured Party  
 Maryland National Bank

Nancy A. Richter (Seal)

Nancy A. Richter, Assistant Vice President  
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY

1985 MAY 21 PM 3:06

J. F. CLERK

E. AUBREY COLLISON  
 CLERK

11/9  
 53

SCHEDULE A

This Schedule A is attached to and made a part of Financing Statement and/or Security Agreement.

Three (3) Snyder 13'6" Dump Bodies with Perfection 73120 Hoists

Three (3) 1985 Model F-5070SF IHC Trucks  
Serial Numbers: 2HTTJJ3T2FCA14521  
2HTTJJ3T2FCA14530  
2HTTJJ3T2FCA14566

Mailed to Secured Party

LIBER - 485 PAGE 380

RETURN TO:  
ATLANTIC TILE COMPANY  
SUITE 2501  
36 SOUTH CHARLES STREET  
BALTIMORE, MARYLAND 21201  
256763

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Chill-Craft Company 190-B Penrod Court Glen Burnie, MD 21061</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND <del>BANK OF MARYLAND &amp; MEXICO</del> W.R. Grace Bldg. Baltimore, Maryland 21202 10 E. Baltimore St.</p> <p>Attn: A. P. Ramsey Crosby Assistant Vice-President</p> <p><del>RETURN TO SECURED PARTY</del></p>
---	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of a commercial refrigeration service (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. All of Debtor's furniture and fixtures now owned or hereafter acquired.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 25,000.00

J.F. CLERK  
RECEIVED FOR CLERK  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1985 MAY 21 PM 4:21  
E. AUBREY COLLISON  
CLERK  
11.00  
175.00  
.50  
POSTAGE  
MAY 21 1985

DEBTOR:

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND

CHILL-CRAFT COMPANY  
(Type Name)  
By: John E. Tyssowski, President  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: A. P. Ramsey Crosby, Assistant Vice-President  
(Type Name)  
May 16 1985  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., ~~Va., D.C., Pa.~~

AFTER RECORDING RETURN TO: JOHN BAUM, ESQ., SHAPIRO AND OLANDER, 2000 CHARLES CENTER SOUTH, 36 SOUTH CHARLES STREET, BALTIMORE, MARYLAND 21201

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS AND THE LAND RECORDS OF ANNE ARUNDEL COUNTY AND THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

RECORDATION STAMPS IN THE AMOUNT OF \$175.00 HAVE BEEN PAID IN ANNE ARUNDEL COUNTY.

Mailed to: Atlantic Title

11.00  
175.00  
88

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ 47,900.00

FINANCING STATEMENT

1. Debtor(s):

BROWN AND WHITE, INC.; JAMES BROWN, Individually; DAVID BROWN,  
Name or Names - Print or Type Annapolis Individually  
114 Annapolis Mall Anne Arundel Co. Md. 21401  
Address - Street No., City - County State Zip Code

Name or Names - Print or Type

Address - Street No., City - County State Zip Code

2. Secured Party:

RICHMARK, LTD.  
Name or Names - Print or Type  
212 Queen Anne Club Drive Stevensville Md 21666  
Address - Street No., City - County State Zip Code  
Queen Anne's Co.

- 3. This Financing Statement covers the following types of property: (Describe). (Attach separate list if necessary).  
1. All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.  
2. All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases.
- 4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

- 6. Proceeds of collateral  are  are not covered.
- 7. Products of collateral  are  are not covered.

DEBTOR(S):

BROWN AND WHITE, INC.  
By: James Brown (Signature of Debtor)  
James Brown, President and James Brown, Individually  
Type or Print

David Brown (Signature of Debtor)  
David Brown, Individually  
Type or Print

SECURED PARTY:

RICHMARK, LTD.  
By: Richard Thomas Brien (Signature of Secured Party)  
Richard Thomas Brien  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Alan W. Bernstein, Esq., P.O. Box 591, Annapolis, MD 21404

Local Rec. Form F-3

RECEIVED FOR RECORDING  
CIRCUIT COURT, ANN. COUNTY  
1985 MAY 22 AM 9:52  
E. AUBREY COLLISON  
CLERK

RECORD FEE 13.00  
RECORD TAX 332.50  
POSTAGE .50  
#12800 0345 001 109:46  
MAY 22 85

Mailed to Secured Party

13.00  
332.50  
82

85A134

LIBER - 485 PAGE 382

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241736

RECORDED IN LIBER 447 FOLIO 424 ON March 11, 1982 (DATE)

1. DEBTOR

Name ST. JAMES CONSTRUCTION CO., INC.  
Address P. O. Box 674, Severna Park, Maryland 21146

2. SECURED PARTY

Name ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION  
Address 7699 Harford Road, Baltimore, Maryland 21234

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>BEING KNOWN AND DESIGNATED as Lot No. 50, as laid out and shown on the Plat entitled, "Plat 2 of 4, Knightsbridge", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 69, folio 30. TOGETHER WITH the use in common with others of the use of a sixty (60) foot wide right of way known or to be known as Gemini Drive leading to Forest Drive and other streets in the subdivision of Knightsbridge.</p>	

CHECK  FORM OF STATEMENT

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1985 MAY 22 AM 11:11  
E. AUBREY COLLISON  
CLERK



ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

Dated April 12th, 1985

BY: Lewis E. Messick  
(Signature of Secured Party)

Lewis E. Messick, Senior Vice-President  
Type or Print Above Name on Above Line

Mailed to Secured Party

10.00  
52

10.00

.50

#12828 C345 R01 T11:01

MAY 22 85

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF

FINANCING STATEMENT

1. Debtor(s):

RUBIN, Abraham  
 Name or Names—Print or Type  
 787 Fairview Avenue, Annapolis, Maryland 21403  
 Address—Street No., City - County State Zip Code

RUBIN, Claire Joint Tenants with Right of Survivorship  
 Name or Names—Print or Type  
 787 Fairview Avenue, Annapolis, Maryland 21403  
 Address—Street No., City - County State Zip Code

2. Secured Party:

Home Insurance Company  
 Name or Names—Print or Type  
 Attn: Fidelity & Surety Dept. New York, New York 10038  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Debtor grants Secured Party a security interest in all of Debtor's limited partnership interest in Market Mall Historic Associates.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 14.00  
 POSTAGE .50  
 #90718 C055 R02 T09:36  
 MAY 22 85

SECURED PARTY:

DEBTOR(S):

(Signature of Debtor)  
 RUBIN, Abraham and RUBIN, CLAIRE  
 By WKS ASSOCIATES, GENERAL PARTNER (Company, if applicable)  
 pursuant to power of attorney  
 Harold P. Weiss (Signature of Debtor)  
 By: Harold P. Weiss, General Partner (Signature of Secured Party)  
 Type or Print Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Jo Ann K. Recchiuti, Blank, Rome, Comisky & McCauley  
 Four Penn Center Plaza, Philadelphia, PA 19103  
 Lucas Bros Form F-1

Mailed to: A

RECEIVED FOR RECORD  
 CIRCUIT COURT, ANNE ARUNDEL COUNTY  
 1985 MAY 22 AM 9:43  
 E. AUBREY COLLISON  
 CLERK

1400/30

FINANCING STATEMENT

256796

TO BE RECORDED AMONG THE Financing Records of Anne Arundel County, Maryland

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity Date: July 1, 2006

Name of Debtor: SENTRY ASSOCIATES II, a Virginia general partnership

Name of Secured Party: SOVRAN BANK, N.A. P. O. Box 27025 Richmond, Virginia 23261

RECORD FEE 6.00 POSTAGE 1.50 #12933 0040 ROL 115452 22 85

1. This financing statement covers the following types (or items) of property: SEE EXHIBIT "A" ATTACHED HERETO.

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: the above described crops are growing or will be grown on: (furnish general description of real estate and name of record owner)
3. X If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty state value of each article.) (Furnish general description of real estate and ame of record owner.) SEE EXHIBIT "B" ATTACHED HERETO Record Owner: Sentry Associates II, a Virginia general Partner-ship
4. X Proceeds of collateral are also covered:
X Products of collateral are also covered:
5. X (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING. The underlying secured transaction being publicized by this financing statement is not subject to the Recordation Tax imposed by Article 81, subsection 277,278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$1,400,000.00

Debtor(s) or assignor(s) SENTRY ASSOCIATES, II, a Virginia general partnership By: [Signature] General Partner By: [Signature] General Partner By: [Signature] General Partner

Secured Party SOVRAN BANK, N.A. By: [Signature] Assistant Vice President

DUNN TITLE COMPANY 2139 Defense Highway Crofton, Maryland 21114

RECEIVED FOR RECORD CIRCUIT COURT, A.A. COUNTY

Uniform Commercial Code 1985 MAY 22 PM 3:58 J. F. CLERK

EM AUBREY COLLISON CLERK

16-6 JK

1. All leases of the land described in Exhibit "B" hereto (the "Land") or the improvements thereon now or hereafter entered into and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms including, without limitation, the right to receive and collect the rents thereunder.

2. Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or or situated in or upon the land described in Exhibit "B" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

3. All of the right, title, interest, estate, claim or demand of the Debtor in and to any furniture, furnishings, equipment, machinery and other personal property (including fixtures) including, without limitation, any annual crops planted or cultivated by the Debtor or those claiming under the Debtor, now or hereafter located in, upon or about the Land and the improvements thereon.

4. All Equipment and Fixtures now owned or hereafter acquired by Debtor.

5. All Accounts, including accounts receivable of Debtor, now existing or hereafter arising including without limitation, all debts arising out of the sale by Debtor of goods and/or services in the form of an open Account, Promissory Note, Chattel Paper, Draft, Trade Acceptance, other Instruments for the payment of money or any other form.

6. All Inventory including without limitation, all goods held for sale or lease or being processed for sale or lease in Debtor's business, as now or hereafter conducted, including all materials, goods or work in process, finished goods or materials used or consumed in Debtor's business and any goods returned for any reason to Debtor for credit.

7. All Chattel Paper, Documents, Instruments and General Intangibles now owned or hereafter acquired by Debtor.

ALL that tract or parcel of land situate in the Third District of Anne Arundel County, Maryland, and as more particularly described as follows:

BEGINNING for the same at an iron pipe found at the southeasterly corner of a parcel of land conveyed to Clarence N. and Gladys V. Leisner by a deed recorded among the land records of Anne Arundel County, Maryland, in Deed Liber 2445 at Folio 385. Thence leaving said point and running for the outline of the parcel herein described,

1. South 01° 02' 20" West, 123.39 feet to an iron pipe found in the northerly line of a parcel of land now or formerly owned by Reinhardt as shown on a plat of survey prepared by Shives and Wimer. Thence leaving said iron pipe and running,
2. North 88° 57' 39" West, 293.44 feet to the point of intersection of the south line of parcel of land described herein with the northerly right of way line of Fort Smallwood Road. Thence leaving said point and binding the northerly right of way line of Fort Smallwood Road,
3. Along a cape curve deflecting to the right 323.72 feet. Said curve having a radius of 1,255.00 feet and being subtended by a chord bearing North 62° 15' 46" West, 322.82 feet. Thence leaving said point and binding the east line of a parcel of land owned by G. Collins,
4. North 00° 32' 51" East, 131.00 feet to a point. Thence leaving said point and running,
5. South 81° 57' 09" East, 245.50 feet to a point. Thence leaving said point and running,
6. North 01° 02' 21" East, 12.71 feet to a point. Thence leaving said point and binding the south line of land of Clarence N. and Gladys V. Leisner as aforesaid the following three courses to the point and place of beginning,
7. South 69° 11' 21" East, 74.90 feet to a point,
8. South 59° 26' 21" East, 142.50 feet to a point,
9. South 73° 34' 31" East, 150.20 feet to the point and place of beginning and containing an area of 2.4655 acres of land according to a survey prepared by C. H. Miller & Assoc., Inc., Land Surveying Services, dated May, 1985, entitled, "BOUNDARY PLAT PROPERTY OF , FORT SMALLWOOD ROAD".

BEING and intended hereby to describe a portion of that same tract or parcel of land conveyed by Cletus J. and Mae Lorch to Lawrence F. Kunnecke and Victoria Kunnecke, his wife, by a deed dated July 17, 1970, and recorded among the land records of Anne Arundel County, Maryland, in Deed Liber 2354 at Folio 575.

Mailed to: Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Bay Rigging and Supply, Inc.  
Address: 110-B Severn Ave.  
Annapolis, Md. 21403

\$3,095.00

2. Name of Secured Party: Annapolis Banking and Trust Co.  
Address: P.O. Box 311  
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

RECORD FEE 11.00  
RECORD TAX 21.00  
POSTAGE .50  
#12920 0345 RM 115-23  
MAY 22 85

4. This Financing Statement covers the following types (or items) of property: One(1) Model 8-3 Kearney Swaging machine, serial #580, one(1) Lacolac Swaging Type II., serial #8-147-P, and one(1) Portable hand swage, serial #120-529-4979

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

RECEIVED FOR RECORD  
CIRCUIT COURT, A. A. COUNTY  
1985 MAY 22 PM 4:08  
E. AUBREY COLLISON  
CLERK



Debtor(s): Bay Rigging & Supply, Inc.

Secured Party:

*X. [Signature]*

Annapolis Banking & Trust Co.  
(Type Name of Dealership)

By *X. Elizabeth B. Butler*  
(Authorized Signature)

*X. Elizabeth B. Butler*  
(Type Name and Title)

Branch Assistant

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

1100  
2100  
50

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax \$13,300.00

1. Name of Debtor(s): Anchor Electric Co., Inc.  
Address: 133 Hillsmere Dr.  
Annapolis, Md. 21403

2. Name of Secured Party: Annapolis Banking and Trust Co.  
Address: P.O. Box 311  
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

RECORD FEE 11.00  
RECORD TAX 91.00

POSTAGE .50  
#12921 0345 001 115:24  
MAY 22 '85

4. This Financing Statement covers the following types (or items) of property:  
One(1) Ditch Witch trencher, serial number 303517  
with attached A-770 backhoe, serial number 13979

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

1985 MAY 22 PM 4:28  
E. AUBREY COLLISON  
CLERK

RECEIVED FOR RECORDATION  
CIRCUIT COURT, ANNE ARUNDEL COUNTY



Debtor(s): Anchor Electric Co., Inc.

By *[Signature]*  
*[Signature]*

Secured Party:

Annapolis Banking & Trust Co.  
(Type Name of Dealership)

By *[Signature]*  
(Authorized Signature)

Elizabeth B. Butler  
(Type Name and Title)

Branch Assistant

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

1100 or 1300  
9100  
D

Mailed to Secured Party

LIBER - 485 PAGE 389

256799

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECEIVED FOR RECORD  
CIRCUIT COURT, H.A. COUNTY  
1985 MAY 23 PM 12:48  
E. AUBREY COLLISON  
CLERK

Index numbers of subsequent statements (For office use only)

BL  
CLERK

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Check the box indicating the kind of statement.  
Check only one box.

Pine Harbour Development Company  
P. O. Box 46  
Annapolis, MD 21404

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Name & address of Assignee

Sovran Bank, N.A.  
300 East Main Street  
Charlottesville, VA 22901

RECORD FEE 11.00  
POSTAGE .50  
#90833 0055 R02 T12:46  
MAY 23 85

Date of maturity if less than five years

Check if proceeds of collateral are covered (x)

Description of collateral covered by original financing statement

See Exhibit A attached hereto  
This transaction is not subject to recordation tax.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Pine Harbour Development Company

Sovran Bank, N.A.

By: *[Signature]*  
Signature of Debtor if applicable (Date)

By: *[Signature]* 105 v.p.  
Signature of Secured Party if applicable (Date)

Exhibit A to Financing Statement naming Pine Harbour Development Company as Debtor and Sovran Bank, N.A., as Secured Party.

DESCRIPTION OF COLLATERAL

1. Certain installment notes arising out of the sale of lots in Windwood Coves Subdivision, Louisa County, Virginia or any other residential subdivisions acceptable to Secured Party (the "Installment Notes") now owned or hereafter acquired by the Debtor (either individually or collectively) and delivered to Secured Party, including any proceeds from and security and collateral for such Installment Notes, all as more particularly described in a certain Line of Credit Agreement dated as of March 20, 1985, among Windwood Coves Development Company, Tara-Shores Development Company, and Timberbrook Development Corporation and the Secured Party, as amended by a First Amendment to Line of Credit Agreement dated as of May 1, 1985, among Windwood Coves Development Company, Tara-Shores Development Company, Timberbrook Development Company, the Debtor and the Secured Party.

Mailed to: Sovran Bank, N.A.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Johnson, Peter A. & Jean L. 2301 49th St. NW Washington, DC 20007	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) MAY 23 AM 9:42 E. AUBREY COLLISON CLERK
4. This statement refers to original Financing Statement bearing File No. <u>Inst. Receipt # 09586</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>8/6</u> 19 <u>82</u>		5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 has been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.

( ATTACHED HERETO )

RECORD FEE 10.00  
 POSTAGE .50  
 #90761 C055 R02 T09-82  
 MAY 23 85

No. of additional Sheets presented: \_\_\_\_\_

BERKELEY FEDERAL SAVINGS & LOAN

By: *[Signature]* Signature(s) of Secured Party(ies)

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

STANDARD FORM - FORM UCC-3  
 (1) Filing Officer Copy - Alphabetical

→ FIRST COMMERCIAL CORP  
 200 SHEFFIELD ST.  
 MOUNTAINSIDE, NJ  
 07092

LIDER - 485 PAGE 392

UNIK 452 PAGE 341

243666

FINANCING STATEMENT FORM 900-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording, use this to indicate amount of taxable debt here. \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement dated \_\_\_\_\_ is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Johnson, Peter A. and Jean L.

Address 2301 49th St. NW Washington, DC 20007

2. SECURED PARTY

Name Atkins Yachts Inc.

Address 326 First St. Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following type (or types) of property: (200)

Assignee: First Commercial Corporation  
303 Second St. Annapolis, MD 21403

1982 Kelt fiberglass sailboat 24  
Hull # ZKL70412482H  
1982 Honda gas outboard engine 7.5  
01400066

RECORD FEE 12.00  
POSTAGE .30  
FD-936 (3-75) 110-51  
AUG 6 82

*[Signature]* /Agent

Mailed to:

Home anchorage/winter: Annapolis, MD Anne Arundel County

SECOND ASSIGNEE

Berkeley Federal Savings & Loan  
21 Bleeker Street  
Millburn, N. J.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)

(If collateral is goods which are or are to be (or are fixtures) The above described goods are utilized or to be utilized in: (describe real estate)

(Proceeds of collateral are also covered)

(Fragments of collateral are also covered)

*[Signature]*  
(Signature of Debtor)

Peter A. Johnson  
Type or Print Above Name on Above Line

*[Signature]*  
(Signature of Debtor)

Jean L. Johnson  
Type or Print Above Signature on Above Line

Mailed to Secured Party

*[Signature]*  
(Signature of Secured Party)

Atkins Yachts Inc.  
Type or Print Above Signature on Above Line

B.L.  
MIM

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Miller, David L. dba D. L. Miller Backhoe Service  
 Address 5272 Chaulk Point Road, West River, MD 20778

2. SECURED PARTY

Name Ingersoll-Rand Company  
 Address 5681 Main Street, Elkridge, MD 21227

ASSIGNEE FOR SECURED PARTY: Ingersoll-Rand Financial Corp., 651 Park Ave., King of Prussia, PA 19406  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Ingersoll-Rand DA28 Roller s/n 5051 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

RECORD FEE 11.00  
 #90803 C237 R02 T11:10  
 MAY 23 95

1985 MAY 23 AM 11:15  
 E AUBREY COLLISON  
 CLERK



CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

David L. Miller  
 (Signature of Debtor)  
 David L. Miller, Sole Owner  
 Type or Print Above Name on Above Line  
 \_\_\_\_\_  
 (Signature of Debtor)  
 Type or Print Above Signature on Above Line

John W. Banes  
 (Signature of Secured Party)  
 Ingersoll-Rand Company  
 Type or Print Above Signature on Above Line  
 John W Banes, Mgr. 11







256806

M# <u>29135-1</u>	<b>FINANCING STATEMENT</b>	File No. _____			
This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.					
<u>DEBTOR</u>	<u>SECURED PARTY</u>				
Cherry Hill Const. Inc. P.O. Box 356 Jessup, MD 20796	ALBAN TRACTOR CO. INC. 8531 Pulaski Highway Baltimore County, Maryland 21237				
County: - <u>Anne Arundel County</u>					
ASSIGNEE OF SECURED PARTY:					
.....					
This financing statement covers the following items of personal property:					
	MANUFACTURER	MODEL	TYPE	SERIAL NO.	
1	new	Caterpillar	815B	Compactor	17200525
1		Caterpillar	815B	Bulldozer	39S00581
					RECORD FEE
					POSTAGE
					#13038 0040
					11.00
					.50
					R01 T11:02
					MAY 23 85
This transaction is exempt from the Recordation Tax.					
Date: <u>5/2/85</u>		Proceeds of Collateral are covered.			
<u>DEBTOR</u>	<u>SECURED PARTY</u>				
<u>Cherry Hill Const. Inc</u>	<u>ALBAN TRACTOR CO., INC.</u>				
By: <u>[Signature]</u>	By: <u>[Signature]</u>				
James A. Openshaw, Jr./President	Mark N. Welsh				
(Type Name and Title)	MANAGER, FINANCIAL SALES				
	(Type Name and Title)				
Return to: <u>ALBAN TRACTOR CO INC, P O BOX 9595, BALTIMORE, MD 21237</u>					

FS 10M 1/76

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY



1985 MAY 23 AM 11:17

E. AUBREY COLLISON  
CLERK

11.00  
50





STATE OF MARYLAND

256809

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chancellor Fleet Corporation, as Trustee

Address Federal Reserve Plaza, Boston, MA 02110

2. SECURED PARTY

Name NEMLC Leasing Corporation

Address 50 Milk Street, Boston, MA 02109

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

The property described on Schedule A, attached hereto, leased to The Stop and Shop Companies, Inc. as Lessee ("the Lessee") under an Equipment Leasing Agreement dated as of January 25, 1984, as amended, and as may be hereafter amended, between the Lessee and NEMLC Leasing Corporation, as Lessor, and as assigned by Lessor to Debtor, and all attachments, accessions, additions, improvements and replacements thereto and therefor, and all proceeds, including insurance proceeds, thereof and therefrom, and all returns and repossessions thereof and therefrom. The Debtor is not authorized to assign, sell, transfer or otherwise convey any of the foregoing property or any of Debtor's rights or interests therein.

Filed with the Anne Arundel County Clerk of Circuit Court, MD

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chancellor Fleet Corporation, as Trustee

by [Signature]  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NEMLC Leasing Corporation

by [Signature]  
(Signature of Secured Party)

JANIS F SHEPPARD  
Type or Print Above Signature on Above Line

RECORD FEE 57.00  
POSTAGE .50

#13041 0040 R01 T11:03

MAY 23 85



FORM MAY BE PURCHASED FROM MOORE & WADSWORTH, INC., BOSTON, MASS. 02101  
RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 23 AM 11:17

E. AUBREY COLLISON  
CLERK

670

Schedule A  
to  
UCC Financing Statement  
between  
~~Chancellor~~ Corporation, as Debtor  
and  
NEMLC Leasing Corporation, as Secured Party

LIBER - 485 PAGE 401

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One(1)	21888	RBC-3 Belt	643	Stop & Shop 10-692 Main Street & Hemingway Avenue, East Haven, CT
One(1)	3535	SM2-Labeler		
One(1)	950	Scale Table		
One(1)		Journal Printer		
Ten(10)	12944, 14183 14182, 14189 14192, 14185, 14186, 14187	K Tron Scales 14190, 14184		
One(1)	2Y477-1	950 UPC Pre-Pack Scale		
One(1)	TK4488	3 cu. yd. Dempster Model 255 48-60 Stationary Compactor		Bradlee's 80-811 490 Slater Road New Britain, CT
One(1)	TK4494	3 cu. yd. Dempster Model 256 48-60 Stationary Compactor		Bradlee's 80-618 410 Reidville Drive Waterbury, CT
One(1)	1015-7	EZ Pack Model 2.3 Stationary Compactor	257	Stop & Shop 10-672 West St. & Shunpike Rd. Cromwell, CT 06416
Fourteen (14)	W32279 W32280, W32281 W32282, W32283, W32810, W32811 W32812, W32813, W32814, W32815 W32816, W32817, W32818	Crown 40PE 27-48 Rider Pallet Trucks	016	Bradlee's Warehouse 38-960, One Bradlee's Circle Braintree, MA
Two (2)	14951, 15430	K-Tron Scales 400 PLU	644	Stop & Shop #672 West Street Cromwell, CT

Debtor's Initials

Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
Two (2)	15492, 15493	K-Tron Scales 400 PLU	644	Stop & Shop #672 West Street Cromwell, CT
Three (3)	15488, 14948 14954	K-Tron Scales 400 PLU		
One (1)	14952	K-Tron Scale 400 PLU		
One (1)	15485	K-Tron Scale 400 PLU		
One (1)	15494	K-Tron Scale 400 PLU		
One (1)		Franklin Electric SM-1 Auto Labeler		
One (1)	2Y545	Franklin 950 Scale 600 PLU		
One (1)	2Y540	Franklin 950 back up		
One (1)		Keyboard		
One (1)		RBC-3 Conveyor belt		
One (1)		Franklin Scale Table		
Twelve (12)	15671, 15672, 15673, 15681 15682, 15674, 15678, 15675 15679, 15680, 15676, 15677	K-Tron 9030 04 UPC Scales	645	Stop & Shop Maintenance Building 90 Campannelli Drive Braintree, MA 02184
One (1)	TK4495	3 cubic yard Dempster Model 48-60 stationary Compactor	265	Bradlees #80-627 Ferry Blvd. Stratford, CT
One (1)	TK4497	3 cubic yard Model 48-60 stationary compactor	266	Bradlees #628 680 Connecticut Avenue Norwalk, CT
One (1)	TK4486	3 cubic yard Dempster Model 48-60	267	Bradlees #80-649 Pershing Drive Derby, CT
One (1)	TK4493	Dempster 3 cubic yard Stationary Compactor	268	Stop & Shop #10-685 Broad Street Manchester, CT
One (1)	3623	SM-2 Labeler	648	Stop & Shop 10-026 Rt. 6A Cranberry Cove Plaza Orleans, MA

LIBER - 485 PAGE 402

Debtor's Initials

Page 2 of 13

Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)		SM-2 Speedmaster Auto Labeler	647	Stop & Shop 10-685 263 Middle Turnpike & Broad Street Manchester, CT
One (1)	3K796-1	950 Scale w/600 PLU		
One (1)		Keyboard		
One (1)		RBC-3 Conveyor		
One (1)		950 Scale Tables		
Ten (10)	14949 14946 15491 14950 15495 14953 14947 15484 14955 11691	K-Tron Scales		
One (1)	5034	Model 250 Compactor	277	Stop & Shop 10-026 Cranberry Cove Plaza Orleans, MA
One (1)	5036	Model 250 x HD Compactor	278	Stop & Shop 10-436 Watertown Mall Watertown, MA
One (1)	5066	Model 250 Compactor	279	Stop & Shop 10-408 Wm. Canning Highway South Fall River, MA
One (1)	4861	Model 250 Compactor	280	Stop & Shop 10-425 Route 28 & Jones Road Falmouth, MA
One (1)	5060	Model 250 HD Compactor	281	Stop & Shop 10-425 Route 28 & Jones Road Falmouth, MA
One (1)	TK4492	Dempster Model 48-60 Compactor	282	Stop & Shop 10-628 680 Conn. Avenue Norwalk, CT
One (1)	TK4477	Dempster Model 48-56 Compactor	283	Bradlees 80-839 600 Cumberland Mall Route 47 Vineland, NJ

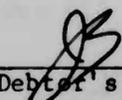
LIBER - 485 PAGE 403

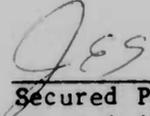
DB  
Debtor's Initials

Page 3 of 13

JES  
Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	401	Compactor Model C-3000	284	Medi Mart 70-174 664 Memorial Drive Chicopee, MA
One (1)	5066	Model 250 Compactor	285	Stop & Shop 10-774 495 Southern Artery Quincy, MA
One (1)	SP48-56	Dempster Model	286	Stop & Shop 10-686 Boston Post Road Old Saybrook, CT
One (1)	400	Compactor Model C-3000	287	Bradlees 80-575 Murry Boulevard Hampton, VA
One (1)	TK4509	Dempster Model SP48-56 Compactor	288	Bradlees 80-575 Murry Boulevard Hampton, VA
One (1)	TK4511	Dempster Model SP48-56 Compactor	289	Stop & Shop 10-652 Boston Post Road Clinton, CT
One (1)	TK8913	Dempster Model 40-42 Compactor	290	Medi Mart 70-174 664 Memorial Drive Chicopee, MA
One (1)	TK4503	Dempster Model SP48-56 Compactor	291	Stop & Shop 10-652 Boston Post Road Clinton, CT
One (1)	PIU841508	FR24HK900 Ferro Charger	019	U. D. C. #39-957 Terminal Road North Haven, CT
Two (2)	PIU841481 PIU841482	FR12HK850 Ferro Charger		
Five (5)	PIU841509 PIU841510 PIU841511 PIU841512 PIU841513	FR18HK850 Ferro Charger		

  
Debtor's Initials

  
Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
Twenty- Five (25)	PIU841483 PIU841484 PIU841485 PIU841486 PIU841487 PIU841488 PIU841489 PIU841490 PIU841491 PIU841492 PIU841493 PIU841494 PIU841495 PIU841496	FR12HK640 Ferro Charger PIU841497 PIU841498 PIU841499 PIU141500 PIU141501 PIU141502 PIU141503 PIU141504 PIU141505 PIU141506 PIU141507		U. D. C. #39-957 Terminal Road North Haven, CT
One (1)	TK4510	Dempster Model 48-56 Compactor	292	Bradlees 80-579 Freestate Mall Annapolis Road Bowie, MD
One (1)	403	Compactor Model C-3000	293	Bradlees 80-579 Freestate Mall Annapolis Road Bowie, MD
One (1)	5059	Model HD Compactor	294	Stop & Shop 10-717 Warwick, RI
One (1)	5035	Model 250 Compactor	295	Stop & Shop 10-717 Warwick, RI
One (1)	5119	Model 250 Compactor	296	Stop & Shop 10-703 Johnston, RI
One (1)	5062	Model 250 HD Compactor	297	Stop & Shop 10-703 Johnston, RI
Two (2)	251, 252	Model 4FPLC Dempster Compactors	298	U. D. C. #39-957 Terminal Road North Haven, CT
One (1)	3M861-1	950 Scale	649	Stop & Shop 10-774 495 Southern Artery Quincy, MA
One (1)		Keyboard		
One (1)	21058	RBC-3 Belt Conveyor		

Debtor's Initials

Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
Twelve (12)	16538, 16519, 16614, 16520, 16613, 16518, 16621, 16615, 16617, 16619, 16618, 16620	K-Tron PLU Scales	649	Stop & Shop 10-774 495 Southern Artery Quincy, MA
One (1)		Franklin Scale Table	650	Stop & Shop 10-425 Rt. 28 & Jones Road Falmouth, MA
One (1)	30621	950 Franklin Scale 600PLU		
One (1)		Keyboard		
One (1)	22907	RBC-3 Conveyor		
Twelve (12)	16271, 16272, 16273, 16275, 16269, 16270, 16263, 16274, 16276, 16622, 16617, 16616	K-Tron 400 PLV Scales		
One (1)	3620	SM-1 Auto Labeler	651	Stop & Shop 10-3620 Rt. 1 & Boston Post Road Clinton, CT
One (1)	33986	RBC-3 Belt Conveyor		
Two (2)	314870, 314872	Franklin Scales		
One (1)		Keyboard		
Ten (10)	16270, 16262, 16268, 16260, 16265, 16259, 16264, 16261, 16266, 16267	K-Tron Scales 400PLU		
One (1)	992359	Advance Scrubber Model 5000P	020	U. D. C. 39-957 999 Terminal Road North Haven, CT
One (1)	996753	Advance Sweeper Model 5600LPG	021	U. D. C. 39-957 999 Terminal Road North Haven, CT
Two (2)	411413 411414	Yale Tow Tractors	022	U. D. C. 39-957 999 Terminal Road North Haven, CT

DB  
Debtor's Initials

JES  
Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	5033	Model 250 Compactor	299	Stop & Shop #10-084 Government Center Boston, MA
One (1)	TK4517	Model SP48-56 Dempster Compactor	300	Bradlees 80-855 Main Street Clifton, NJ
One (1)	TK8914	Model 40-42 Dempster Compactor	301	Medi Mart 70-171 129 Federal Street Route 202 Brookfield, CT
One (1)	B108V-10646-E	Fork Lift Truck Model E50B	023	Universal Distributors 39 Terminal Drive North Haven, CT 06473
Five (5)	B135U-2454-E B135U-2455-E B135U-2456-E B135U-2470-E B135U-2471-E	Fork Lift Truck Model N40CR	024	Universal Distributors 39 Terminal Drive North Haven, CT 06473
Two (2)	B118V-2512-E B135V-2513-E	Fork Lift Truck Model R30C	025	Universal Distributors 39 Terminal Drive North Haven, CT 06473
Twenty- Five (25)	B135U-8027-E thru B135U-8031-E & B135U-8060-E thru B135U-8080-E	Pallet Truck Model B60BL	026	Universal Distributors 39 Terminal Drive North Haven, CT 06473
One (1)	5262	Compactor Model 250	302	Bradlees 80-875 Paradise Road Swampscott, MA
One (1)	TK-4518	Dempster Compactor Model 48-60	303	Bradlees 80-891 Farmington Avenue Bristol, CT
One (1)	TK4516	Dempster Model SP48-56	304	Bradlees 80-820 Northampton, MA

JS  
Debtor's Initials

JES  
Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	4E247-4	Franklin UPC Prepack Scale	652	Stop & Shop 10-45 109 Washington Avenue New Haven, CT
One (1)	R-253	Speedmaster Auto Labeler		
Six (6)	17551, 17552 17671-17674	K-tron Scales 100 PLU #9030-010		
Two (2)	4A186-3 4A183-3	Franklin UPC Scales 600 PLU	653	Stop & Shop 10-717 2485 Warwick Avenue Warwick, RI
Ten (10)	17518, 17520 17522-17529	K-tron Scales 400 PLU		
One (1)		SM2 Speedmaster Auto Labeler		
One (1)	2EH-066201	Freuhauf Tandem Axle Semi- Trailer Reefer Van	820	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066202	Freuhauf Tandem Axle Semi- Trailer Reefer Van	821	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066203	Freuhauf Tandem Axle Semi- Trailer Reefer Van	822	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066204	Freuhauf Tandem Axle Semi- Trailer Reefer Van	823	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066205	Freuhauf Tandem Axle Semi- Trailer Reefer Van	824	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066206	Freuhauf Tandem Axle Semi- Trailer Reefer Van	825	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066207	Freuhauf Tandem Axle Semi- Trailer Reefer Van	826	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066208	Freuhauf Tandem Axle Semi- Trailer Reefer Van	827	Stop & Shop 32 100 Meadow Road Readville, MA

JS  
Debtor's Initials

GES  
Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	2EH-066209	Freuhauf Tandem Axle Semi- Trailer Reefer Van	828	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066210	Freuhauf Tandem Axle Semi- Trailer Reefer Van	829	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066211	Freuhauf Tandem Axle Semi- Trailer Reefer Van	830	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066212	Freuhauf Tandem Axle Semi- Trailer Reefer Van	831	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066213	Freuhauf Tandem Axle Semi- Trailer Reefer Van	832	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0446265281	Boston Thermo King refrigeration trailer	833	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0446265282	Boston Thermo King refrigeration trailer	834	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0446265283	Boston Thermo King refrigeration trailer	835	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265838	Boston Thermo King refrigeration trailer	836	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265837	Boston Thermo King refrigeration trailer	837	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265835	Boston Thermo King refrigeration trailer	838	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265832	Boston Thermo King refrigeration trailer	839	Stop & Shop 32 100 Meadow Road Readville, MA

JB  
Debtor's Initials

JES  
Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	0546265833	Boston Thermo King refrigeration trailer	840	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265839	Boston Thermo King refrigeration trailer	841	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265834	Boston Thermo King refrigeration trailer	842	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265841	Boston Thermo King refrigeration trailer	843	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265840	Boston Thermo King refrigeration trailer	844	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265836	Boston Thermo King refrigeration trailer	845	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	314962	Pallet Jack Model PDC30-158	027	Bradlees 80-574 6716 Gov. Ritchie Highway Glen Burnie, MD
One (1)	770	4 yard Compactor Model 47HD	305	Stop & Shop 10-659 79 Newtown Road Danbury, CT
One (1)	1040-7	Stationary Compactor Model 2.3	306	Stop & Shop 10-659 77 Newtown Road Danbury, CT
One (1)	1039-7	Stationary Compactor Model 2.3	307	Stop & Shop 10-674 1391 Main Street Willimantic, CT
One (1)	771	4 Cubic yard Compactor Model 47HD	308	Stop & Shop 10-674 1391 Main Street Willimantic, CT
One (1)	5261	Compactor Model 250 HD	309	Bradlees 80-834 Shoppers World Framingham, MA

JB  
Debtor's Initials

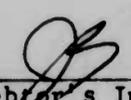
JES  
Secured Party's  
Initials

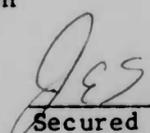
<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	402	Vertical Compactor Model C-3000	310	Bradlees 80-834 Shoppers World Framingham, MA
One (1)	TK45214516	Stationary Compactor with power unit	311	Bradlees 80-574 Gov. Ritchie Highway Glen Burnie, MD
One (1)	408	Vertical Compactor Model C-3000	312	Bradlees 80-577 Presidential Plaza Quincy Avenue Quincy, MA
One (1)	397	Vertical Compactor Model C-3000	313	Bradlees 80-574 Gov. Ritchie Highway Glen Burnie, MD
One (1)	TK4520	Stationary Compactor Model SP48-56	314	Bradlees 80-868 Calvary Road & N. Main St. New City, NY
One (1)	409	Vertical Compactor Model C-3000	315	Bradlees 80-577 Presidential Plaza Quincy Avenue Quincy, MA
One (1)		F/E RBC 4 Belt Conveyor	654	Stop & Shop 10-638 154 Amity Road New Haven, CT
One (1)	R258	Speedmaster Labeler		
Six (6)	17863, 17664, 176681, 17670, 17665, 176691	Ktron 9030 U-10 Scales		
Two (2)	4A179034 US-2, 4E247-U4	Franklin Electric 950 Scales	655	Stop & Shop 10-674 1391 Main Street Willimantic, CT
Ten (10)	18101-18104, 18095, 18097, 18098, 17859, 17860, 17862	Ktron Scales		
One (1)	23392	Keyboard, pkg. rec. table; conveyor belt and scale table		

Debtor's Initials

Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)		RBC-3 Conveyor Belt	656	Stop & Shop 10-659 72 Newton Road Danbury, CT
Two (2)	4E231, 4A174	950 Scales		
One (1)		Keyboard		
Ten (10)	17853, 17854, 17856, 18092, 18096, 18099, 18100, 18105, 18094, 17861	Ktron 9030 U10 Scales		
One (1)		Receiving Table		
One (1)		M & E Scale Table		
One (1)	18093	9030 U10 Ktron Scale		
Eleven(11)	W34016, W34017, W34018, W34019 W34020, W34021, W34022, W34023, W34024, W34025, W34026	Rider Pallet Trucks 40PE 27-48	017	Bradlees Warehouse 38-960 One Bradlee Circle Braintree, MA
One (1)	5061	250HD Compactor	258	Bradlees 80-572 Rte. 114-350 Winthrop Ave. North Andover, MA
One (1)	5058	250 Compactor	259	Bradlees 80-052 430 Main Street Dennisport, MA
One (1)	5063	250 Compactor	260	Bradlees 80-018 55 Long Pond Drive South Yarmouth, MA
One (1)	TK4487	261 Dempster Compactor	261	Stop & Shop 10-685 Broad Street Manchester, CT
One (1)	4854	HD250 Compactor	262	Stop & Shop 10-026 Cranberry Cove Plaza, Rt. 6A Orleans, MA
One (1)	4852	250 Compactor	263	Bradlees 80-522 92 Cluff Crossing Road Salem, NH

  
Debtor's Initials

  
Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	4853	250 Compactor	264	Bradlees 80-576 Falmouth, MA
Two (2)	W34253 W34254	Crown Model 30SP36TT-180 Counter balanced Stockpickers	018	Bradlees #80-960 One Bradlees Circle Braintree, MA
One (1)	TK4499	Dempster Model 48-60 Compactor	276	Bradlees #80-680 300 Chase Avenue Waterbury, CT
One (1)	TK4490	Dempster Model 48-60 Compactor	275	Bradlees #80-360 Rt. 36 + Poole Avenue Keyport, NJ
One (1)	TK4476	Dempster Model 48-60 Compactor	274	Bradlees #80-352 U.S. Hwy.1 + Cranberry Rd. N. Brunswick, NJ
One (1)	TK4496	Dempster Model 48-60 Compactor	273	Bradlees #80-620 Frontage Road East Haven, CT
One (1)	TK4489	Dempster Model 48-60 Compactor	272	Bradlees #80-351 686 Oak Tree Avenue S. Plainfield, NJ
One (1)	4299	Dempster Model SP 40-42 Compactor	271	Medi Mart #70-178 Rt. 1 + Peck Lane Orange, CT
One (1)	5120	Model 250 Compactor	270	Stop + Shop #10-468 727 Memorial Drive Cambridge, MA
One (1)	5033	Model 250 Compactor	269	Stop + Shop #10-774 495 Southern Artery Quincy, MA
One (1)	24541	950 Franklin UPC Pre-Pack Scale 600 PLM	646	Stop + Shop #10-026 Rt.6A + Cranberry Cove Plz Orleans, MA

JS  
Debtor's Initials

JEG  
Secured Party's  
Initials

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256810

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chancellor Corporation

Address Federal Reserve Plaza, Boston, MA 02110

2. SECURED PARTY

Name NEMLC Leasing Corporation

Address 50 Milk Street, Boston, MA 02109

RECORD FEE 57.00  
POSTAGE .50  
#13042 C040 R01 T11:04

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

MAY 23 85

4. This financing statement covers the following types (or items) of property: (list)

The property described on Schedule A, attached hereto, leased to The Stop and Shop Companies, Inc. as Lessee ("the Lessee") under an Equipment Leasing Agreement dated as of January 25, 1984, as amended, and as may be hereafter amended, between the Lessee and NEMLC Leasing Corporation, as Lessor, and as assigned by Lessor to Debtor, and all attachments, accessions, additions, improvements and replacements thereto and therefor, and all proceeds, including insurance proceeds, thereof and therefrom, and all returns and repossessions thereof and therefrom. The Debtor is not authorized to assign, sell, transfer or otherwise convey any of the foregoing property or any of Debtor's rights or interests therein.

Filed with the Anne Arundel County Clerk of Circuit Court, MD

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chancellor Corporation

by [Signature]  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NEMLC Leasing Corporation

by [Signature]  
(Signature of Secured Party)

JAMES F SHEPPARD

Type or Print Above Signature on Above Line



RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 MAY 23 AM 11:17

E. AUBREY COLLISON  
CLERK

57.00 5



<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
Two (2)	15492, 15493	K-Tron Scales 400 PLU	644	Stop & Shop #672 West Street Cromwell, CT
Three (3)	15488, 14948 14954	K-Tron Scales 400 PLU		
One (1)	14952	K-Tron Scale 400 PLU		
One (1)	15485	K-Tron Scale 400 PLU		
One (1)	15494	K-Tron Scale 400 PLU		
One (1)		Franklin Electric SM-1 Auto Labeler		
One (1)	2Y545	Franklin 950 Scale 600 PLU		
One (1)	2Y540	Franklin 950 back up		
One (1)		Keyboard		
One (1)		RBC-3 Conveyor belt		
One (1)		Franklin Scale Table		
Twelve (12)		K-Tron 9030 04 UPC Scales	645	Stop & Shop Maintenance Building 90 Campannelli Drive Braintree, MA 02184
	15671, 15672, 15673, 15681 15682, 15674, 15678, 15675 15679, 15680, 15676, 15677			
One (1)	TK4495	3 cubic yard Dempster Model 48-60 stationary Compactor	265	Bradlees #80-627 Ferry Blvd. Stratford, CT
One (1)	TK4497	3 cubic yard Model 48-60 stationary compactor	266	Bradlees #628 680 Connecticut Avenue Norwalk, CT
One (1)	TK4486	3 cubic yard Dempster Model 48-60	267	Bradlees #80-649 Pershing Drive Derby, CT
One (1)	TK4493	Dempster 3 cubic yard Stationary Compactor	268	Stop & Shop #10-685 Broad Street Manchester, CT
One (1)	3623	SM-2 Labeler	648	Stop & Shop 10-026 Rt. 6A Cranberry Cove Plaza Orleans, MA

LIBER - 485 PAGE 416

OS  
Debtor's Initials

Page 2 of 13

989  
Secured Party's  
Initials



<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	401	Compactor Model C-3000	284	Medi Mart 70-174 664 Memorial Drive Chicopee, MA
One (1)	5066	Model 250 Compactor	285	Stop & Shop 10-774 495 Southern Artery Quincy, MA
One (1)	SP48-56	Dempster Model	286	Stop & Shop 10-686 Boston Post Road Old Saybrook, CT
One (1)	400	Compactor Model C-3000	287	Bradlees 80-575 Murry Boulevard Hampton, VA
One (1)	TK4509	Dempster Model SP48-56 Compactor	288	Bradlees 80-575 Murry Boulevard Hampton, VA
One (1)	TK4511	Dempster Model SP48-56 Compactor	289	Stop & Shop 10-652 Boston Post Road Clinton, CT
One (1)	TK8913	Dempster Model 40-42 Compactor	290	Medi Mart 70-174 664 Memorial Drive Chicopee, MA
One (1)	TK4503	Dempster Model SP48-56 Compactor	291	Stop & Shop 10-652 Boston Post Road Clinton, CT
One (1)	PIU841508	FR24HK900 Ferro Charger	019	U. D. C. #39-957 Terminal Road North Haven, CT
Two (2)	PIU841481 PIU841482	FR12HK850 Ferro Charger		
Five (5)	PIU841509 PIU841510 PIU841511 PIU841512 PIU841513	FR18HK850 Ferro Charger		

Debtor's Initials

Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
Twenty- Five (25)	PIU841483 PIU841484 PIU841485 PIU841486 PIU841487 PIU841488 PIU841489 PIU841490 PIU841491 PIU841492 PIU841493 PIU841494 PIU841495 PIU841496	FR12HK640 Ferro Charger PIU841497 PIU841498 PIU841499 PIU141500 PIU141501 PIU141502 PIU141503 PIU141504 PIU141505 PIU141506 PIU141507		U. D. C. #39-957 Terminal Road North Haven, CT
One (1)	TK4510	Dempster Model 48-56 Compactor	292	Bradlees 80-579 Freestate Mall Annapolis Road Bowie, MD
One (1)	403	Compactor Model C-3000	293	Bradlees 80-579 Freestate Mall Annapolis Road Bowie, MD
One (1)	5059	Model HD Compactor	294	Stop & Shop 10-717 Warwick, RI
One (1)	5035	Model 250 Compactor	295	Stop & Shop 10-717 Warwick, RI
One (1)	5119	Model 250 Compactor	296	Stop & Shop 10-703 Johnston, RI
One (1)	5062	Model 250 HD Compactor	297	Stop & Shop 10-703 Johnston, RI
Two (2)	251, 252	Model 4FPLC Dempster Compactors	298	U. D. C. #39-957 Terminal Road North Haven, CT
One (1)	3M861-1	950 Scale	649	Stop & Shop 10-774 495 Southern Artery Quincy, MA
One (1)		Keyboard		
One (1)	21058	RBC-3 Belt Conveyor		

DS  
Debtor's Initials

989  
Secured Party's  
Initials



<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	5033	Model 250 Compactor	299	Stop & Shop #10-084 Government Center Boston, MA
One (1)	TK4517	Model SP48-56 Dempster Compactor	300	Bradlees 80-855 Main Street Clifton, NJ
One (1)	TK8914	Model 40-42 Dempster Compactor	301	Medi Mart 70-171 129 Federal Street Route 202 Brookfield, CT
One (1)	B108V-10646-E	Fork Lift Truck Model E50B	023	Universal Distributors 39 Terminal Drive North Haven, CT 06473
Five (5)	B135U-2454-E B135U-2455-E B135U-2456-E B135U-2470-E B135U-2471-E	Fork Lift Truck Model N40CR	024	Universal Distributors 39 Terminal Drive North Haven, CT 06473
Two (2)	B118V-2512-E B135V-2513-E	Fork Lift Truck Model R30C	025	Universal Distributors 39 Terminal Drive North Haven, CT 06473
Twenty- Five (25)	B135U-8027-E thru B135U-8031-E & B135U-8060-E thru B135U-8080-E	Pallet Truck Model B60BL	026	Universal Distributors 39 Terminal Drive North Haven, CT 06473
One (1)	5262	Compactor Model 250	302	Bradlees 80-875 Paradise Road Swampscott, MA
One (1)	TK-4518	Dempster Compactor Model 48-60	303	Bradlees 80-891 Farmington Avenue Bristol, CT
One (1)	TK4516	Dempster Model SP48-56	304	Bradlees 80-820 Northampton, MA

DB  
Debtor's Initials

JCS  
Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	4E247-4	Franklin UPC Prepack Scale	652	Stop & Shop 10-45 109 Washington Avenue New Haven, CT
One (1)	R-253	Speedmaster Auto Labeler		
Six (6)	17551, 17552 17671-17674	K-tron Scales 100 PLU #9030-010		
Two (2)	4A186-3 4A183-3	Franklin UPC Scales 600 PLU	653	Stop & Shop 10-717 2485 Warwick Avenue Warwick, RI
Ten (10)	17518, 17520 17522-17529	K-tron Scales 400 PLU		
One (1)		SM2 Speedmaster Auto Labeler		
One (1)	2EH-066201	Freuhauf Tandem Axle Semi- Trailer Reefer Van	820	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066202	Freuhauf Tandem Axle Semi- Trailer Reefer Van	821	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066203	Freuhauf Tandem Axle Semi- Trailer Reefer Van	822	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066204	Freuhauf Tandem Axle Semi- Trailer Reefer Van	823	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066205	Freuhauf Tandem Axle Semi- Trailer Reefer Van	824	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066206	Freuhauf Tandem Axle Semi- Trailer Reefer Van	825	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066207	Freuhauf Tandem Axle Semi- Trailer Reefer Van	826	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066208	Freuhauf Tandem Axle Semi- Trailer Reefer Van	827	Stop & Shop 32 100 Meadow Road Readville, MA

Debtor's Initials

Page 8 of 13

Secured Party's  
Initials

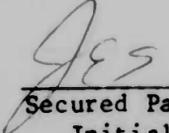
<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	2EH-066209	Freuhauf Tandem Axle Semi-Trailer Reefer Van	828	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066210	Freuhauf Tandem Axle Semi-Trailer Reefer Van	829	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066211	Freuhauf Tandem Axle Semi-Trailer Reefer Van	830	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066212	Freuhauf Tandem Axle Semi-Trailer Reefer Van	831	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	2EH-066213	Freuhauf Tandem Axle Semi-Trailer Reefer Van	832	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0446265281	Boston Thermo King refrigeration trailer	833	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0446265282	Boston Thermo King refrigeration trailer	834	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0446265283	Boston Thermo King refrigeration trailer	835	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265838	Boston Thermo King refrigeration trailer	836	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265837	Boston Thermo King refrigeration trailer	837	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265835	Boston Thermo King refrigeration trailer	838	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265832	Boston Thermo King refrigeration trailer	839	Stop & Shop 32 100 Meadow Road Readville, MA

JS  
Debtor's Initials

JES  
Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	0546265833	Boston Thermo King refrigeration trailer	840	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265839	Boston Thermo King refrigeration trailer	841	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265834	Boston Thermo King refrigeration trailer	842	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265841	Boston Thermo King refrigeration trailer	843	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265840	Boston Thermo King refrigeration trailer	844	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	0546265836	Boston Thermo King refrigeration trailer	845	Stop & Shop 32 100 Meadow Road Readville, MA
One (1)	314962	Pallet Jack Model PDC30-158	027	Bradlees 80-574 6716 Gov. Ritchie Highway Glen Burnie, MD
One (1)	770	4 yard Compactor Model 47HD	305	Stop & Shop 10-659 79 Newtown Road Danbury, CT
One (1)	1040-7	Stationary Compactor Model 2.3	306	Stop & Shop 10-659 77 Newtown Road Danbury, CT
One (1)	1039-7	Stationary Compactor Model 2.3	307	Stop & Shop 10-674 1391 Main Street Willimantic, CT
One (1)	771	4 Cubic yard Compactor Model 47HD	308	Stop & Shop 10-674 1391 Main Street Willimantic, CT
One (1)	5261	Compactor Model 250 HD	309	Bradlees 80-834 Shoppers World Framingham, MA

  
Debtor's Initials

  
Secured Party's  
Initials



<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)		RBC-3 Conveyor Belt	656	Stop & Shop 10-659 72 Newton Road Danbury, CT
Two (2)	4E231, 4A174	950 Scales		
One (1)		Keyboard		
Ten (10)	17853, 17854, 17856, 18092, 18096, 18099, 18100, 18105, 18094, 17861	Ktron 9030 U10 Scales		
One (1)		Receiving Table		
One (1)		M & E Scale Table		
One (1)	18093	9030 U10 Ktron Scale		
Eleven(11)	W34016, W34017, W34018, W34019 W34020, W34021, W34022, W34023, W34024, W34025, W34026	Rider Pallet Trucks 40PE 27-48	017	Bradlees Warehouse 38-960 One Bradlee Circle Braintree, MA
One (1)	5061	250HD Compactor	258	Bradlees 80-572 Rte. 114-350 Winthrop Ave. North Andover, MA
One (1)	5058	250 Compactor	259	Bradlees 80-052 430 Main Street Dennisport, MA
One (1)	5063	250 Compactor	260	Bradlees 80-018 55 Long Pond Drive South Yarmouth, MA
One (1)	TK4487	261 Dempster Compactor	261	Stop & Shop 10-685 Broad Street Manchester, CT
One (1)	4854	HD250 Compactor	262	Stop & Shop 10-026 Cranberry Cove Plaza, Rt. 6A Orleans, MA
One (1)	4852	250 Compactor	263	Bradlees 80-522 92 Cluff Crossing Road Salem, NH

DB  
Debtor's Initials

JES  
Secured Party's  
Initials

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	4853	250 Compactor	264	Bradlees 80-576 Falmouth, MA
Two (2)	W34253 W34254	Crown Model 30SP36TT-180 Counter balanced Stockpickers	018	Bradlees #80-960 One Bradlees Circle Braintree, MA
One (1)	TK4499	Dempster Model 48-60 Compactor	276	Bradlees #80-680 300 Chase Avenue Waterbury, CT
One (1)	TK4490	Dempster Model 48-60 Compactor	275	Bradlees #80-360 Rt. 36 + Poole Avenue Keyport, NJ
One (1)	TK4476	Dempster Model 48-60 Compactor	274	Bradlees #80-352 U.S. Hwy.1 + Cranberry Rd. N. Brunswick, NJ
One (1)	TK4496	Dempster Model 48-60 Compactor	273	Bradlees #80-620 Frontage Road East Haven, CT
One (1)	TK4489	Dempster Model 48-60 Compactor	272	Bradlees #80-351 686 Oak Tree Avenue S. Plainfield, NJ
One (1)	4299	Dempster Model SP 40-42 Compactor	271	Medi Mart #70-178 Rt. 1 + Peck Lane Orange, CT
One (1)	5120	Model 250 Compactor	270	Stop + Shop #10-468 727 Memorial Drive Cambridge, MA
One (1)	5033	Model 250 Compactor	269	Stop + Shop #10-774 495 Southern Artery Quincy, MA
One (1)	24541	950 Franklin UPC Pre-Pack Scale 600 PLM	646	Stop + Shop #10-026 Rt.6A + Cranberry Cove Plz Orleans, MA

JB  
Debtor's Initials

JCS  
Secured Party's  
Initials

Mailed to Secured Party

FINANCING STATEMENT

256811

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

- 1. Name of Debtor: EXECUTIVE HOMES, INC.  
Address: 917 Mallard Circle  
Arnold, Maryland 21012
- 2. Name of Secured Party: ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION  
Address: 1746-48 York Road  
Ridgely Plaza Shopping Center  
Lutherville, Maryland 21093

RECORDED FEE 11.00  
POSTAGE .50  
MAY 23 1985  
R01 T1143

3. This Financing Statement covers the following types (or items) of property:

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures of every kind and description, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating and lighting equipment, pipes, pumps, tanks, motors, conduits, refrigerators, plumbing, ventilating, air-cooling and air-conditioning apparatus, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Mortgage dated May 17, 1985 from Debtor to Admiral-Builders Savings and Loan Association, all property being located in the Third Assessment District of Anne Arundel County, State of Maryland, said property being known and designated as Lot No. 299 as shown on the Revised Plat of Shoreacres, which Plat is recorded among the Land Records of Anne Arundel County, in Plat Book 7, folio 19.

2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(x) (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

Debtor:	Secured Party:
EXECUTIVE HOMES, INC.	ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
BY: <u>James E. Stratton</u>	BY: <u>William M. Levy</u>
James E. Stratton, President	William M. Levy

RECEIVED  
 RECORDS & TAXATION  
 ANNE ARUNDEL COUNTY  
 15:11:51  
 E. AUBREY COLLISON  
 CLERK  
 BL  
 CLERK

11-6  
80

KARL M. LEVY  
WILLIAM M. LEVY  
ATTORNEYS  
FIDELITY BUILDING  
210 N. CHARLES ST.  
BALTIMORE, MD. 21201  
Mailed to:

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

256812

FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

- 1. Name of Debtor: EXECUTIVE HOMES, INC.  
Address: 917 Mallard Circle  
Arnold, Maryland 21012
- 2. Name of Secured Party: ADMIRAL-BUILDERS SAVINGS AND  
LOAN ASSOCIATION  
Address: 1746-48 York Road  
Ridgely Plaza Shopping Center  
Lutherville, Maryland 21093

3. This Financing Statement covers the following type of property: (or items)

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures of every kind and description, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating and lighting equipment, pipes, pumps, tanks, motors, conduits, refrigerators, plumbing, ventilating, air-cooling and air-conditioning apparatus, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Mortgage dated May 17, 1985 from Debtor to Admiral-Builders Savings and Loan Association, all property being located in the Third Assessment District of Anne Arundel County, State of Maryland, said property being known and designated as Lot No. 301 as shown on the Revised Plat of Shoreacres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 7, folio 19.

2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(x) (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

Debtor:	Secured Party:
EXECUTIVE HOMES, INC.	ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
BY: <i>James E. Stratton</i> James E. Stratton, President	BY: <i>William M. Levy</i> William M. Levy

RECORD FEE 11.00  
#13069 0040 R01 T11:43  
MAY 23 85

RECORDING CLERK  
ANNE ARUNDEL COUNTY  
MAY 23 1985 11:51  
E. AUBREY COLLISON  
CLERK  
BL  
CLERK

1100  
50

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

KARL M. LEVY  
WILLIAM M. LEVY  
ATTORNEYS  
FIDELITY BUILDING  
210 N. CHARLES ST.  
BALTIMORE, MD. 21201

Mailed to:

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 00442C345R01

00442C345R01

RECORDED IN LIBER 481 FOLIO 331 ON January 11, 1985 (DATE)

DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address THE STEFFEY BLDG., STE200B, 407 CRAIN HWY., GLEN BURNIE, MD. 21061

SECURED PARTY

Name UNION CHELSEA NATIONAL BANK ]

Address 609 5th AVE.

NEW YORK, NEW YORK 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> amendment (Indicate whether amendment, termination, etc.) corrected S/N# as follows: 1XKEDB9X3FK364498</p>
<p>CORRECTION OF 1(one) serial number on 1985 Kenworth Model K100E engine 346B caterpillar RT12609 - 9 speed transmission CORRECT NUMBER: S/N 1XKEDB9X3FK364498</p>	

1985 MAY 24 AM 9:44  
E. AUBREY COLLISON  
CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, ANN. COUNTY

CHECK  FORM OF STATEMENT

RECORD FEE 10.00  
POSTAGE .50  
#90919 C237 R02 109:42  
MAY 24 85

Filed with Anne Arundel County

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro III*  
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.  
Type or Print Above Name on Above Line

UNION CHELSEA NATIONAL BANK

*S.E. Hopkins, V.P.*  
(Signature of Secured Party)

S.E. Hopkins, V.P.  
Type or Print Above Name on Above Line

Dated April 25, 1985

Mailed to Secured Party

1050

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

1985 MAY 24 AM 9:57  
E. AUBREY COLLISON  
CLERK

File No. 35  
Identification No. 23479  
Page No. 499  
Dated June 23, 1965

1. Debtor(s) JAMES D. COLLETT AND MARGARET C. COLLETT, his wife  
Name or Names - Print or Type  
204 Providence Road Route #5, Annapolis, Maryland  
Address - Street No., City - County State Zip Code

2. Secured Party METROPOLITAN LIFE INSURANCE COMPANY - C/O WYE MORTGAGE CORPORATION  
Name or Names - Print or Type  
7801 YORK ROAD BALTIMORE, MARYLAND 21204  
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) July 1, 1985

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 21st day of May 19 85

WITNESS:  
Selda M. Benny  
Selda M. Benny

BY: WYE MORTGAGE CORPORATION  
Nancy L. Shauck  
Nancy L. Shauck, Vice President  
Richard N. Schmertzler  
Richard N. Schmertzler, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County  
Liber 3380, Folio 606.)

RECORD FEE 10.00  
POSTAGE .50  
#90921 C237 R02 109:54  
MAY 24 85

Mailed to: James D. Collett

1050

TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS
 
 SUBJECT TO  
 NOT SUBJECT TO
 
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

The HMK Limited Partnership  
 Name or Names—Print or Type

2850 N. Charles Street Baltimore, MD 21218  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type \_\_\_\_\_  
 Address—Street No., City - County State Zip Code \_\_\_\_\_

2. Secured Party:

Westinghouse Credit Corporation  
 Name or Names—Print or Type

1 Oxford Centre Pittsburgh, PA 15219  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Exhibit A, attached.

RECORD FEE 11.00  
 POSTAGE .50  
 #13159 0040 R01 T10:24  
 MAY 24 85

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

*Henry J. Knott, Jr.*  
 (Signature of Debtor)

The HMK Limited Partnership  
 Type or Print (Company, if applicable)

By Henry J. Knott, Jr. Gen. Partner  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print

SECURED PARTY:

\_\_\_\_\_  
 (Signature of Secured Party)

\_\_\_\_\_  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Edward L. Wender, Esquire  
 Venable, Baetjer & Howard  
 1800 Mercantile Bank & Trust Building  
 2 Hopkins Plaza  
 Baltimore, Maryland 21201

Mailed to: \_\_\_\_\_



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 24 AM 10:25

E. AUBREY COLLISON  
CLERK

11.00

EXHIBIT A

Any and all personalty and fixtures owned by the Debtor, including, without limitation, all power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, cabinets, partitions, ducts, compressors, canopies, furnishings, garbage and rubbish disposals, countertops, bathtubs, sinks, basins, carpets, floor and wall coverings, drapes and other personalty and all proceeds therefrom, including but not limited to insurance proceeds and condemnation awards and all substitutions and replacements therefor, and including any and all documents of title with respect thereto, including personal property located at 1901 Light Street, Baltimore, Maryland 21230, and at 821 Oregon Avenue, Linthicum Heights, Maryland 21290, provided that such personal property is usable or to be used or is intended to be used in connection with the operation of Omni International Hotel at Baltimore, 107 West Fayette Street, Baltimore, Maryland 21201.

Mailed to: *Venable, Baizer & Howard.*

LIDER - 485 PAGE 434

BJ 2501 EX 84  
256815

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) <b>CUMMINGS, ANDREW J., JR. 1018 MARLBORO ROAD LOTHIAN, MD 20711</b>	2. Secured Party(ies) and Address(es) <b>FORD MOTOR CREDIT CO. 2401 Research Boulevard Rockville, Maryland 20850</b>
--	---

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:  
**1 NEW FORD 1310 TRACTOR, SER.#UE02196, 1 NEW FORD 770B1 LOADER & BUCKET,  
SER.#41109, 1 NEW 930A1 FORD MOWER, SER.#YH0820.**

Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax.

CONDITIONAL SALES FROM GATEWAY

Filed with:

CLERK OF THE COURT

RECORD FEE 11.00  
POSTAGE .50  
#90924 0237 R02 110:22  
MAY 24 85

*Andrew J. Cummings, Jr.*  
(SIGNATURE OF DEBTOR)  
**ANDREW J. CUMMINGS, JR.**  
(SIGNATURE OF DEBTOR)

Ford Motor Credit Co  
(NAME OF SECURED PARTY)  
BY: *W.R. Howsare*  
**W.R. HOWSARE  
ASSISTANT BRANCH MANAGER**  
PRINTED IN U.S.A.

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED  
JUN 64

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY



1985 MAY 24 AM 10:26

Mailed to Secured Party

E. AUBREY COLLISON  
CLERK

1130

256816

LIBER - 485 PAGE 435

2501 GD11

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)  RAMSEY, Roger R. 325 HIGHVIEW ROAD Tracy's Landing, MD 20779	2. Secured Party(ies) and Address(es)  FORD MOTOR CREDIT CO. 2401 Research Boulevard Rockville, Maryland 20850
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

- 1 NEW FORD 1210 TRACTOR, SER.#UC03206.
- 1 NEW FORD ROTARY CUTTER, MODEL 916A1. SER # F01096

RECORD FEE 11.00  
 POSTAGE .50  
 #20925 0237 R02 110422  
 MAY 24 85

Check if covered:  Proceeds of collateral covered  Products of collateral covered

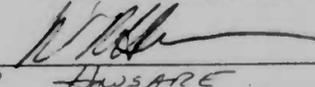
4. This transaction is exempt from the Recording Tax.

CONDITIONAL SALES CONTRACT FROM GATEWAY FORD.

Filed with: CLERK OF THE COURT

  
 (SIGNATURE OF DEBTOR)  
 ROGER R. RAMSEY

FORD MOTOR CREDIT CO.  
 2401 Research Boulevard  
 Rockville, Maryland 20850  
 (NAME OF SECURED PARTY)

BY:   
 W. R. HUNSARE  
 ASSIST BRANCH MGR.  
 PRINTED IN U.S.A.

FMCC JUN 64 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

Mailed to Secured Party



1985 MAY 24 AM 10:26

E. AUBREY COLLISON  
CLERK

11/5



MARYLAND NATIONAL BANK  
We want you to grow.  
MEMBER FDIC

256817

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County, Annapolis, Md.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 5290.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court, Anne Arundel County, Annapolis, Md.

E. AUBREY COLLISON  
CLERK

1985 MAY 24 AM 10:27

RECEIVED FOR RECORD  
CLERK OF COURT, ANNE ARUNDEL COUNTY

BL  
CLERK

Debtor(s) Name(s) Address(es)  
 J. Warren Walker & Sons Inc. 10 Tick Neck Road  
 Pasadena, Md. 21122

6. Secured Party Address  
 Maryland National Bank 225 N. Calvert St.  
 Attention: Consumer Credit Dept. Baltimore, Md. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

RECORD FEE 11.00  
RECORD TAX 35.00  
POSTAGE .50

J. Warren Walker & Sons Inc. (Seal)

Patricia A. Walker (Seal)  
Patricia A. Walker, Secty.

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Secured Party  
Maryland National Bank

Carl G. Hornfeck (Seal)  
Carl G. Hornfeck

Type name and title

#90926 0237 R02 T10:23  
MAY 24 85

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

11 -  
35 -  
5

LIBER - 485 PAGE 437

J. Warren Walker & Sons Inc.  
10 Tick Neck Road  
Pasadena, Md. 21122

1-1985 Ford Tractor Model AC 3537 Ser. No. UC03935  
1-1985 Ford Mower attachment Model 951-1 Ser. No. UM 21835

Mailed to Secured Party

STATE OF MARYLAND

LIBER - 485 PAGE 438

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 222896

RECORDED IN LIBER 398 FOLIO 105 ON February 1, 1979 (DATE)  
Clerk, Anne Arundel County - Financing Records

1. DEBTOR

Name #1: Huntoon Paige Associates Limited  
Name #2: Annapolis City Housing Authority  
Address #1: 44 Wall Street, New York, New York 10005  
Address #2: St. John Street, Annapolis, Maryland 21404

2. SECURED PARTY

Name Morgan Guaranty Trust Company of New York  
Address 23 Wall Street, New York, New York 10005  
Wm. J. Delany, Esq., Krooth & Altman, 2101 L St., N.W., Wash., D.C. 20037  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
POSTAGE .50  
#13192 C040 R01 T13:15  
MAY 24 85

3. Maturity date of obligation (if any)

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

The original Financing Statement above-described is hereby terminated.

CR  
CLERK

CHECK  FORM OF STATEMENT

Record and Return To: William J. Delany, Esq.  
Krooth & Altman  
2101 L Street, N.W., Suite 210  
Washington, D.C. 20037

RECORDED  
ANNE ARUNDEL COUNTY  
1985 MAY 24 PM 1:18  
E. AUGREY COLLISON  
CLERK

10.00  
82

Dated May 2, 1985

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

By: *[Signature]*  
(Signature of Secured Party)

R. Amundsen, Trust Officer  
Type or Print Above Name on Above Line

Mailed to: *[Signature]*

STATE OF MARYLAND

LIBER - 485 PAGE 439

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255908

RECORDED IN LIBER EAC 483 FOLIO 349 ON March 29, 1985 (DATE)  
CLERK, CIRCUIT COURT ANNE ARUNDEL COUNTY - FINANCING RECORDS

1. DEBTOR

Name Ken Marr Associates  
Address 705 New Towne Drive, Annapolis, Maryland

2. SECURED PARTY

Name Merrill Lynch Huntoon Paige Inc.  
Address Two Broadway, New York, New York 10004  
Wm. J. Delany, Esq., Krooth & Altman, 2101 L St., N.W., Wash., D.C. 20037

RECORD FEE 10.00  
POSTAGE .50  
#13199-6040 R01 T13:14  
MAY 24 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) August 21, 2020

Record and Return To: William J. Delany, Esq.  
Krooth & Altman  
2101 L Street, N.W., Suite 210  
Washington, D.C. 20037

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: Secretary of Housing and Urban Development 451 Seventh Street, S.W. Washington, D.C. 20410</p>	
<p>Property Assigned: All property covered by the Original Financing Statement described above.</p>	

RECEIVED FOR RECORD  
CIRCUIT COURT ANNE ARUNDEL COUNTY

1985 MAY 24 PM 1:18  
E. AUBREY COLLISON  
CLERK

MERRILL LYNCH HUNTOON PAIGE INC.

Dated May 17, 1985

By: James L. Clouser  
(Signature of Secured Party)

James L. Clouser, Vice Pres.  
Type or Print Above Name on Above Line

Mailed to: W. Delany

10.00  
5.00

3

RECORD IN FINANCING/S RECORDS  
INDEX IN LAND RECORDS

NOT SUBJECT TO RECORDATION TAX

Anne Arundel  
County

DATE: *MAY 22, 1985*  
File No. *104832*

256820

SECURITY AGREEMENT/FINANCING STATEMENT

DEBTOR: Pasquale DiDonato and  
Angelina DiDonato

Route 1, Box 151E  
Queenstown, MD 21658

RECEIVED FOR RECORD  
CLERK  
ANN ARUNDEL COUNTY

1985 MAY 24 AM 11:03  
E. AUBREY COLLISON  
CLERK

SECURED PARTY:

BALTIMORE FEDERAL  
FINANCIAL, F.S.A.

19 E. Fayette Street  
Baltimore, Maryland 21202

1. Debtor hereby grants and conveys to Secured Party a secured interest in all of the property hereinafter described in paragraph #3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Mortgage dated of even date herewith in the amount of  
Nine Hundred Seventy-Five Thousand and 00/100  
Dollars (\$ 975,000.00)  
from Debtor to Secured Party, covering certain real property located in the State of Maryland, and hereinafter described in paragraph #4 hereof.

RECORD FEE 15.00

POSTAGE .50

#13164 0040 R01 110:57  
MAY 24 85

2. The said Mortgage is hereby incorporated by reference and is made a part hereof. Debtor agrees that in the event of any default in said Mortgage, that such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland or any other applicable law, in addition to any rights and remedies provided in such Mortgage. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion.

3. All of the following property is subject to the Security Agreement/Financing Statement hereby created from Debtor to Secured Party: All furniture, furnishing, appliances, fixtures, machinery and equipment installed in, affixed to, placed upon or used in connection with the real property described in paragraph #4 hereof including, but not limited to, the following:  
All plumbing, boilers, hot water heaters, heating and lighting apparatus;  
All screens, ventilating or air conditioning systems, awnings, window shades, draperies, and venetian blinds;  
All gas and electric ranges, mechanical refrigeration, clothes washing and drying equipment, mechanical dishwashers, and garbage disposal equipment, elevators and/or escalators;  
All mantels, linoleum, carpeting and floor covering of whatsoever kind and nature;  
All franchises, licenses, including liquor licenses (if any) and any and all such property which is hereafter installed in, affixed to, placed upon or used in connection with the real property described in paragraph #4 hereof and all replacements thereof, additions thereto and substitutions therefor. Provided however, that property owned by tenants which under their leases they have a right to remove, shall not be included in the foregoing (unless abandoned by such tenants).

4. The property described in paragraph #3 hereof is (or is intended to be) affixed, installed or placed in the real estate described in aforesaid mortgage (incorporated herein by reference) and briefly described or identified as: 342 to 366 Ritchie Highway, Severna Park, MD 21146

5. Proceeds of the collateral are also covered.

6. A release of the mortgage referred to herein will operate as a release of this instrument as to the property contained in the release of mortgage.

DEBTOR:

*Pasquale DiDonato* (SEAL)  
Pasquale DiDonato

*Angelina DiDonato* (SEAL)  
Angelina DiDonato

1500

TO THE FILING OFFICER:

After this Statement has been recorded, please mail the same to Callahan, Calwell and Laudeman, 210 E. Redwood Street, Baltimore, Maryland 21202.

Mailed to: \_\_\_\_\_

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (OR ASSIGNOR) and Address(es)

GENDERSON CHEVROLET, INCORPORATED  
and/or GENDERSON BMW  
138 Revell Highway  
Annapolis, Maryland 21401

2. A. SECURED PARTY (OR ASSIGNEE) and Address

GIBRALTAR BUILDING AND LOAN ASSOCIATION  
107 Ridgely Avenue  
Annapolis, Maryland 21401

B. ASSIGNEE OF SECURED PARTY (if any) and Address

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

All right, title and interest of Debtor in and to every type of vehicle now owned and enumerated on the attached Schedule "A" or hereafter acquired and wherever located, including and without limitation to, equipment installed in said vehicles, and all documents and documents of title relating to any of the foregoing.

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: TWO

6. This transaction is exempt from the recordation tax.

7. Return to:

Lawrence B. Goldstein, Chartered  
Post Office Box 291  
Annapolis, Maryland 21404

RECORD FEE 12.00  
POSTAGE .50  
#90949 0055 R02 111:30  
MAY 24 85

DEBTOR Mailed to: \_\_\_\_\_

GENDERSON CHEVROLET INCORPORATED

By: Barry R. Goldstein (SEAL)

GENDERSON BMW

By: Barry R. Goldstein (SEAL)

GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC.

By: Lawrence B. Goldstein (SEAL)  
Lawrence B. Goldstein, President



RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 MAY 24 AM 11:24

E. AUBREY COLLISON  
CLERK

1200/30

256806

FINANCING STATEMENT

File No

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>SACHS TRUCK SALES, INC.  <i>millersville</i>  <i>Maryland</i></p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>GIBRALTAR BUILDING &amp; LOAN ASSOCIATION, INC.  107 Ridgely Avenue  Annapolis, Maryland 21401</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

3. This Financing Statement covers the following types (or items) of property:

All right, title and interest of Debtor in inventory, accounts receivable, deposits in the secured party's possession and all proceeds of same as more particularly described on Attachment 1 attached hereto.

RECORD FEE 11.00  
POSTAGE .50  
#90970 C055 102 711:20  
MAY 24 85

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: One

6. This transaction (is) (~~is not~~) exempt from the recordation tax  
Principal amount of debt initially incurred is: \_\_\_\_\_

7. RETURN TO: Weinberg and Green ( MAC )  
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

SACHS TRUCK SALES, INC. *T*

By *M. G. Sachs, Jr.*

Melvin G. Sachs, Jr., President September 7, 1984

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.



*1100*

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 24 AM 11:24

E. AUBREY COLLISON  
CLERK

ATTACHMENT 1 TO FINANCING STATEMENT  
SACHS TRUCK SALES, INC., DEBTOR, AND  
GIBRALTAR BUILDING & LOAN ASSOCIATION,  
INC., SECURED PARTY

---

This Financing Statement covers the following types (or items) of property:

All right, title and interest of Debtor in and to all present and after-acquired inventory of Debtor of every type and description and wherever located, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale to customers or used, useable or consumed in Debtor's business together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts, documents of and substitutions therefor or thereto in any form whatsoever, and in all property and funds of Debtor (including deposit amounts of Dealer) both now owned and hereafter acquired and now or hereafter in Lender's possession, and in all of Dealer's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles, goodwill and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason, all goods returned, repossessed or stopped in transit the sale, lease or other disposition of which contributes to the creation of any receivable and all rights and liens which Debtor may at any time have against any account debtor or other obligor and in all immediate and remote proceeds, cash and noncash, of all of the foregoing including insurance proceeds, and including all books and records in any form documenting, describing or in any way relating to any or all of the foregoing, in any form whatsoever, whether in the possession of Debtor or any other person.

Mailed to: Weinberg & Green.

FINANCING STATEMENT

256823

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>SACHS TRUCK SALES, INC.</p> <p><i>millersville</i> <i>Maryland</i></p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>GIBRALTAR BUILDING &amp; LOAN ASSOCIATION, INC. 107 Ridgely Avenue Annapolis, Maryland 21401</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

3. This Financing Statement covers the following types (or items) of property:

All right, title and interest of Debtor in inventory, accounts receivable, deposits in the secured party's possession and all proceeds of same as more particularly described on Attachment 1 attached hereto.

RECORD FEE 11.00  
POSTAGE 50  
#90953 0055 R02 T11:21  
MAY 24 85

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: One
- 6. This transaction (is) (~~is not~~) exempt from the recordation tax  
Principal amount of debt initially incurred is: \_\_\_\_\_
- 7. RETURN TO: Weinberg and Green ( MAC )  
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

SACHS TRUCK SALES, INC.

By

Melvin G. Sachs, Jr., President

September 7, 1984

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

*1100*  
*SD*



RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY

1985 MAY 24 AM 11:24

E. AUBREY COLLISON  
CLERK

ATTACHMENT 1 TO FINANCING STATEMENT  
SACHS TRUCK SALES, INC., DEBTOR, AND  
GIBRALTAR BUILDING & LOAN ASSOCIATION,  
INC., SECURED PARTY

---

This Financing Statement covers the following types (or items) of property:

All right, title and interest of Debtor in and to all present and after-acquired inventory of Debtor of every type and description and wherever located, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale to customers or used, useable or consumed in Debtor's business together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts, documents of and substitutions therefor or thereto in any form whatsoever, and in all property and funds of Debtor (including deposit amounts of Dealer) both now owned and hereafter acquired and now or hereafter in Lender's possession, and in all of Dealer's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles, goodwill and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason, all goods returned, repossessed or stopped in transit the sale, lease or other disposition of which contributes to the creation of any receivable and all rights and liens which Debtor may at any time have against any account debtor or other obligor and in all immediate and remote proceeds, cash and noncash, of all of the foregoing including insurance proceeds, and including all books and records in any form documenting, describing or in any way relating to any or all of the foregoing, in any form whatsoever, whether in the possession of Debtor or any other person.

Mailed to: Wenber & Goren

File No. ....  
Record Reference:  
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. .... To Be Recorded in The Land Records  
.....  
..XX Subject to Recordation Tax on prin- (For Fixtures Only).  
cipal amount of \$ 10,000.00.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Landtex Properties, Inc. t/a The Channel 3 Connection	13 Aquahart Road Aquahart Plaza Glen Burnie, Maryland 21061

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral): All of borrower's furniture, fixtures, machinery, and equipment and all replacements thereof and additions or attachments thereto, and all borrower's accounts receivable, contract rights and inventory, now owned or hereafter acquired, and the proceeds and products thereof.

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

RECORD FEE 15.00  
POSTAGE .50  
#90997 0237 R02 T13:40

RECEIVED BY CLERK  
COURT HOUSE, BALTIMORE COUNTY  
1985 MAY 24 PM 1:44  
E. AUBREY COLLISON  
CLERK  
BL  
CLERK

MAY 24 85

5. ..XX Proceeds)  
..... ) of the collateral are also specifically covered.  
..XX Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
Landtex Properties, Inc. t/a The Channel 3 Connection	THE CITIZENS NATIONAL BANK
By: <u>Ronald W. Hugel, Sr.</u> Ronald W. Hugel, Sr.	By: <u>Jack E. Thomas</u> Jack E. Thomas Commercial Loan Officer
By: <u>Ronald W. Hugel, Jr.</u> Ronald W. Hugel, Jr.	
By: <u>Michael E. Green</u> Michael E. Green	

Type or print all names and titles under signatures.

Mailed to Secured Party

1530

FINANCING STATEMENT

256822

- 1. Name of Debtor: BLUE CORAL LIMITED PARTNERSHIP  
3017 Colvin Street  
Suite 102  
Alexandria, Virginia 22314
- 2. Name of Secured Party: FIRST MARYLAND SAVINGS & LOAN, INC.  
8737 Colesville Road  
Ninth Floor  
Silver Spring, Maryland 20910
- 3. Address of Property: Edgewood Road and Back Creek, King  
James Landing, Annapolis, Maryland

RECORD FEE 12.00  
 POSTAGE .50  
 3223 0040 R01 T15:18  
 MAY 24 85

4. This Financing Statement covers the following types (or items) of property:

All machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or useable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Mortgagor in and to any equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement. It is understood and agreed that all Equipment is to be deemed part and parcel of said real estate and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purpose of this Financing Statement be deemed conclusively to be real estate and conveyed hereby. This Financing Statement shall also constitute a Security Agreement between Mortgagor, as Debtor, and Mortgagee, as Secured Party as to both chattel and fixture items of every type now or hereafter owned by Mortgagor and used or useable in conjunction with the said real estate, and the proceeds thereof, including but not limited to those types of items hereinabove itemized as constituting "Equipment".

RECEIVED FOR RECORD  
 CIRCUIT COURT, ANNE ARUNDEL COUNTY  
 1985 MAY 24 PM 3:25  
 E. AUDREY COLLISON  
 CLERK

BL  
 CLERK

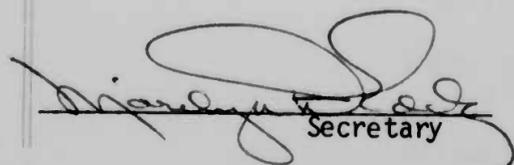
5. This Financing Statement is not subject to a Recordation Tax.

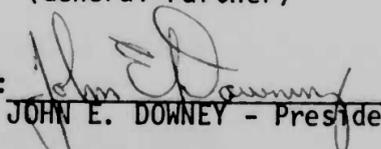
Executed this 17 day of May, 1985.

BLUE CORAL LIMITED PARTNERSHIP,  
A Maryland Limited Partnership

ATTEST:

BY: BUILDEX DESIGN, INC.,  
a Virginia Corporation  
(General Partner)

  
 Secretary

BY:  (SEAL)  
 JOHN E. DOWNEY - President

After recordation, please return this document to:

Dacy, Richin & Myers  
 8720 Georgia Avenue, Suite 205  
 Silver Spring, Maryland 20910

DACY, RICHIN,  
 MYERS & SUISSA  
 ATTORNEYS AT LAW  
 METROPOLITAN BUILDING  
 6720 GEORGIA AVENUE - SUITE 205  
 SILVER SPRING, MARYLAND 20910  
 (301) 565-6677

12.00  
 2.50

## EXHIBIT "A"

BEGINNING for the same at an iron pipe found on the south side of a 15 foot right of way leading to Edgewood Road, said point marking the end of the first course, N. 19 degrees 04' 30" E, 107.00 foot line, of the deed from Stephen J. Britz to Charles H. Jones, Henry Jones and Lloyd Jones, dated May 25, 1976 and recorded among the Land Records of Anne Arundel County in Liber 2854, folio 104; thence running with said conveyance and also with the south side of said right of way S. 70 degrees 35' 50" E., 144.27 feet to a pipe found at the northwest corner of a 0.37 acre tract now or formerly standing in the name of Wm. Matthews as recorded among the Land Records of Anne Arundel County in Liber 1406, folio 29; thence leaving said right of way and running with the west line of said Wm. Matthews property S. 19 degrees 02' 38" W., 106.79 feet to a pipe found in the north line of the conveyance from James W. Brashears and Learline L. Brashears, his wife, to Eloise Brashears Harvey, recorded in Liber 2727, folio 256; thence with part of said line N. 72 degrees 09' 39" W., 15.48 feet to a pipe found at the northwesterly most corner of the said Eloise Brashears Harvey property, thence still with said conveyance S. 19 degrees 23' 14" W., 99.16 feet to a pipe found in the north line of the conveyance from James W. Brashears and Learline L. Brashears, his wife, to the Mayor and Alderman of the City of Annapolis, recorded in Liber 1329, folio 90; thence with part of said north line N. 71 degrees 34' 52" W., 243.61 feet to a pipe found at the northwesterly most corner of said City of Annapolis property; thence still with the same conveyance S. 18 degrees 20' 23" W., 44.99 feet to a point marking a corner of 31.53 acre parcel now or formerly standing in the name of Annapolis Roads, Limited Partnership as recorded among the Land Records of Anne Arundel County in Liber 3295, folio 504; thence running said property the following three (3) courses, N. 71 degrees 36' 31" W., 47.12 feet to a point, N. 17 degrees 02' 38" E., 114.71 feet to a point; thence N. 11 degrees 49' 26" W., 159.67 feet to a point near the head of Back Creek; then leaving the Annapolis Roads Limited Partnership property and running N. 24 degrees 35' 57" E., 94.53 feet to a point, said point marking the most southwesterly corner of a parcel now or formerly standing in the name of Peter DeSilva as recorded in Liber 3209, folio 608, thence running with said parcel, S. 69 degrees 41' 00" E., 238.84 feet to a point; said point being the most northwesterly corner of a conveyance from Mary Matthews to Peter DeSilva recorded in Liber 3278, folio 610, thence with said conveyance S. 19 degrees 04' 30" W., 85.12 feet to the point of beginning. Containing 2.122 acres of land more or less.

BEING all the land conveyed from Stephen J. Britz to Charles H. Jones, Henry Jones and Lloyd Jones by deed dated May 25, 1976, and recorded among the Land Records of Anne Arundel County in Liber 2854, folio 104, and also being all of the lands as conveyed from Bert Jabin to Richard R. Parham and Jack Jones by deed dated January 12, 1972 and recorded among the Land Records of Anne Arundel County in Liber 2462, folio 87.

AFTER RECORDING SEND TO:

DACY, RICHIN, MYERS & SUISSA  
8720 Georgia Avenue  
Suite 205  
Silver Spring, Maryland 20910

Mailed to: \_\_\_\_\_

DACY, RICHIN,  
MYERS & SUISSA  
ATTORNEYS AT LAW  
METROPOLITAN BUILDING  
8720 GEORGIA AVENUE - SUITE 205  
SILVER SPRING, MARYLAND 20910  
(301) 585-6677

LIBER - 485 PAGE 449

256825

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.....	.....
Date & Hour.....	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Cutter Management Inc.	2009	West St.	Annapolis, Maryland	21401

Name of Secured Party or assignee	No.	Street	City	State
THE NATIONAL BANK OF WASHINGTON	4340	Connecticut Ave., N.W.,	Washington, DC	20008

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of Debtor's accounts, contract rights, chattel paper and general intangibles evidencing and/or securing any monetary obligation presently existing or hereafter arising, and the proceeds thereof.

All of Debtor's equipment and fixtures including but not limited to all machinery now owned or hereafter acquired.

All inventory, wheresoever located.

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

RECORD FEE 11.00  
POSTAGE .50  
#91026 0237 R02 T15:25  
MAY 24 85

3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4.  Proceeds of collateral are also covered:  Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)	Secured Party
<u>Cutter Management, Inc.</u>	<u>THE NATIONAL BANK OF WASHINGTON</u>
By: <u>John W. Lywch</u>	By: <u>Ronald Pizzi</u>
<u>JOHN W LYWCH</u>	<u>RONALD PIZZI</u>
(Type or print name under signature)	

The National Bank of Washington  
4340 Connecticut Avenue, N.W.  
Washington, D.C. 20008

RETURN TO:

Mailed to:



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 24 PM 3:33

E. AUBREY COLLISON  
CLERK

11/20  
5

STATE OF MARYLAND

256826

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association of Baltimore  
Address 4102-08 Frederick Avenue  
Baltimore, Maryland 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated December 4, 1984 and Schedule 02 dated April 1, 1985, between Assignor as Lessor and Steel Services, Incorporated as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated \_\_\_\_\_ between Assignor and Assignee:

- One (1) Pacific Hydraulic Fabri Shear Model FS400-12 II, S/N S11109/E including
- One (1) Starter Transformer, Cir. Bir. M.&W. 230/460
- One (1) 10' Squaring Arm
- One (1) Tilting Backgauge

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

E AUBREY COLLISON  
CLERK

1985 MAY 24 PM 3:41

RECEIVED FOR RECORDS  
CLERK COURT HOUSE BALTIMORE

BL  
CLERK

(Proceeds of collateral are also covered)  
(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III  
(Signature of Debtor)

Frank J. Sarro III, Exec.V.P.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 11.00  
POSTAGE .50

#91035 0237 R02 115438  
MAY 24 85

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
OF BALTIMORE

William J. Ottey  
(Signature of Secured Party)

William J. Ottey, V.P.  
Type or Print Above Signature on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

11/5

STATE OF MARYLAND

256827

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste.200B,407 Crain Hwy.,Glen Burnie, MD. 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association of Baltimore  
Address 410208 Frederick Ave.  
Baltimore, Maryland 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated January 28, 1985, schedule 02, dated April 15, 1985 between Assignor as Lessor and SECRETS, INC. AND TRI-STATE REFRIGERATION, INC. as Co-Lessees, Assignor has granted a Security Interest in the following equipment lease to Lessees to Assignee per a Non-Recourse Assignment of Rents dated \_\_\_\_\_ between Assignor and Assignee:

- 1 (one) 10 ton General Electric Air Conditioning System

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro III*  
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, V.P.

Type or Print Above Signature on Above Line

E. AUBREY COLLISON  
CLERK

1985 MAY 24 PM 3:41

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY

BL  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
#91036 0237 R02 T15:39  
MAY 24 85

Mailed to Secured Party

11/5

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association of Baltimore  
Address 4102-08 Frederick Avenue  
Baltimore, Maryland 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

S. AUBREY COLLISON  
CLERK

1985 MAY 24 PM 3:41

RECEIVED FOR RECORD  
CLERK

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated January 28, 1985 schedule 01 dated April 15, 1985 between Assignor as Lessor and Secrets, Inc. and Tri-State Refrigeration, Inc. as Co-Lessees, Assignor has granted a Security Interest in the following equipment lease to Lessees to Assignee per a Non-Recourse Assignment of Rents dated \_\_\_\_\_ between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST:

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 21.00  
POSTAGE .50  
491037 0237 R02 715:39  
MAY 24 05

- XX (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION  
*Frank J. Sarro III*  
(Signature of Debtor)

Frank J. Sarro III Exec. V.P.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BALTIMORE

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, V.P.

Type or Print Above Signature on Above Line

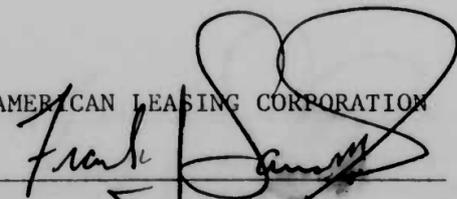
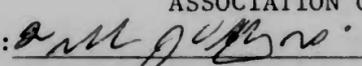
Filed with the State of Maryland

21/5

EQUIPMENT LIST

Item I	A) 60 - 1K2179 Contemporary Bentwood Bar Chairs w/oak seats & swivels
	B) 24 - 1K2023 Contemporary Bentwood Side Chairs w/oak seats
	C) 6 - Custom 30" x 42" Oak Pedestal Tables
	D) 3 - 1K3093 30" Rd. Oak Table Tops only
Item - II	A) 1 - AWTP4-NG-1 HT TBL WET GAS SAF PLT
	B) 2 - 501585 COVER, ROLL-TOP 1220 FW
	C) 2 - 304020 INSET 4QT
	D) 4 - 30421 INSET 7QT
	E) 4 - 304019 LID-FOR 7QT INSET
	F) 2 - 304018 LID-FOR 4QT INSET
Item - III	1 - 1000-TH/STD 240V RH+C5 SLD DR MODEL 104202 S/N 4037-3
Item - IV	2 - 7262D 6' Super Chief bottle Cooler s/n 265340-352
	2 - C31087 Floor Rack
	2 - TS-18BLW-12-30CHCP-6CO-12U2 6'6"
	Top Shelf Workboard Plus:
	1 - 7051-51 Condiment Tray

TRANS-AMERICAN LEASING CORPORATION

BY: TITLE: Frank J. Sarro III, Exec. V.P.IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BALTIMOREBY: TITLE: William J. Ottey, V.P.

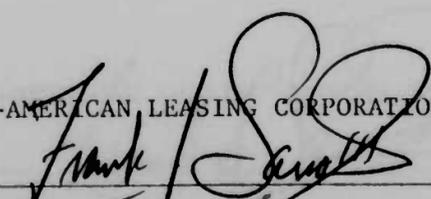
EQUIPMENT LIST

LIBER - 485 PAGE 454

Item - IV Cont'd

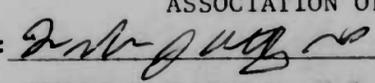
- 1 - 7053-8 5' SPEEDRAIL
- 2 - TS-12U2-6COCHCP-12-18BLW 6'6" TOP SHELF  
WORKBOARD PLUS:
  - 1 - 7051-51 CONDIMENT TRAY
  - 1 - 7053-8 5' SPEEDRAIL
- 2 - 8340-2 2' CASCADE CHILLER
- 2 - TS-53C 5' TOP SHELF WORKBOARD PLUS:
  - 1 - 824-C13 FAUCET
  - 1 - 203 DRAIN ASSY.
  - 1 - 7053-8 5' SPEEDRAIL
- 2 - TS-12HS-FS 1' TOP SHELF WORKBOARD PLUS:
  - 1 - 824-C4 FAUCET
  - 1 - 7053-0 1' SPEEDRAIL
  - 1 - 7055-45 CONNECTOR KIT
- 2 - 7054LMR LEFT END SPLASH GUARD KIT FOR FIELD INSTALL.
- 1 - 4206-UL CENTURY BEER SYSTEM TO CONSIST OF THE  
FOLLOWING:
  - 1 - 4206 1/3 hp. POWER PACK s/n 268216
  - 2 - 4208-1 WALL BRACKET
  - 2 - C23026 COOLANT KIT
  - 2 - C23045 TEE KIT
  - 1 - 4220-6 + 3 TRUNK HOUSING 55'

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BALTIMORE

BY: 

TITLE: William J. Ottey, V.P.

EQUIPMENT LIST

LIBER - 485 PAGE 455

Item - IV Cont'd

- 2 - C23045W Wine Tee Kit
- 1 - 4220-6 + 3 Trunk Housing 60°
- 4 - Special 4006-6B Tee Towers w/3 Plastic shanks & faucets
- 4 - 5025 Drainer
- 2 - KC22296 Cord Kit
- 4 - C15699 Tape
- 1 - K1390TR Drain Hose 40°
- 1 - K669 Air Compressor s/n 269407
- 1 - K664 Air Gas Blender
- 12 - C2701B Conversion Kit (less tanks)
- 2 - K2925B Regulator
- 1 - K2928C Regulator
- 5 - C6700A 5 Year Warranty

Item - V

- 3 - CL1220 Teltronic II

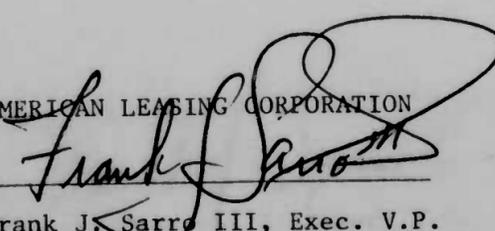
Item - VI

- 1 - 5400730 ES5PB FD-STMR Push Button

Item - VII

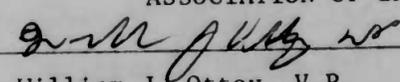
- 1 - CD-1192N Manitowoc Cuber s/n 83106017
- 1 - AC-1195A Manitowoc Condenser s/n 850190599
- 1 - RT-35 Manitowoc Line Set

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BALTIMORE

BY: 

TITLE: William J. Ottey, V.P.

## EQUIPMENT LIST

LIBER - 485 PAGE 456

Item - VIII	1 - 5010201 25' OPN FRNT-SS Sides
	1 - 460050 25 BRLR BASIC NAT 120V
	1 - 457300 BRLR BFC-PLT
	1 - 464500 25 GAS BRLR PACK
Item - IX	1 - 30276 20" B/D ROOF Vent
	1 - 4E852 1/3 1725 CAP 56 OPN
	1 - 3X794 1GR A PUL 6.93 x 3/4"
	1 - 3X263 1GR VP PUL 3.15 x 5/8"
	1 - 4L280 1/2 x 28" FHP BELT
	1 - 7C696 18-1/2" B/D VENT w/mtr
	4 - 4C408 20 x 20 x 2" GREASE FILTER
Item - X	3 - 750 HIGH BOY BASES
Item - XI	1 - RP-10-12E SANDWICH UNIT 1/5hp 115/60/1
Item - XII	1 - F150014L 14"AA NATURAL GAS
Item - XIII	3-Compartment Sink
Item - XIV	2-Door Victory Cooler
Item - XV	10 x 12 Walk-in
Item - XVI	2-door Freezer
Item - XVII	Dunnage Racks

Mailed to: Irvington Fed Sav & Loan

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarrp IIITITLE: Frank J. Sarrp III, Exec. V.P.IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BALTIMOREBY: William J. OtteyTITLE: William J. Ottey, V.P.

256828

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Morrison, J.D.		178 Cabell Drive	Newport News,	Virginia 23602

For Filing Officer Use	
File No.	.....
Date & Hour	.....

Name of Secured Party or assignee	No.	Street	City	State
United Savings Association	1700	Rockville Pike	Rockville,	Maryland 20852

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

Debtor's Partnership interest as a partner in the Quatro Limited Partnership, a Maryland Limited Partnership, together with all right, title and interest in and to any distributions of net cash flow, profits, capital, and other sums or allocations or distributions therefrom, and any proceeds, increases, substitutions, replacements, additions and accessions thereof and thereto.

1985 MAY 24 PM 3:45  
 E. AUBREY COLLISON  
 CLERK



RECORD FEE 11.00  
 POSTAGE .50  
 491040 0237 R02 115:42  
 MAY 24 85

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
 The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)

X J.D. Morrison MA (SEAL)  
 J.D. Morrison

United Savings Association (Seal)  
 (Corporate, Trade or Firm Name)

Harry L. Leavy  
 Signature of Secured Party or Assignee  
 Harry L. Leavy, President

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

Mailed to Secured Party

1150

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No. ....	
Date & Hour .....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

Colwick, Robert A.      28 Thomas Avenue, Baltimore, Maryland 21225

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

United Savings Association    1700 Rockville Pike    Rockville, Maryland    20852

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

Debtor's Partnership interest as a partner in the Quatro Limited Partnership, Maryland Limited Partnership, together with all right, title and interest in and to any distributions of net cash flow, profits, capital, and other sums for allocations or distributions therefrom, and any proceeds, increases, substitutions, replacements, additions and accessions thereof and thereto.

E. AUBREY COLLISON  
CLERK

1985 MAY 24 PM 3:46

RECORDED  
IN  
BALTIMORE COUNTY



(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

4.  Proceeds of collateral are also covered:       Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

RECORD FEE      11.00  
POSTAGE      .50  
#91041 0237 R02 T15:42  
MAY 24 85

Debtor(s) or assignor(s)

Robert A. Colwick (SEAL)  
Robert A. Colwick

United Savings Association (Seal)  
(Corporate, Trade or Firm Name)

Harry L. Leavy President  
Signature of Secured Party or Assignee  
Harry L. Leavy, President

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

Mailed to Secured Party

1150

LIBER - 485 PAGE 459

256830

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Pumphrey, Jack C.	487	Severnside Drive	Severna Park, Maryland	21146

Name of Secured Party or assignee	No.	Street	City	State
United Savings Association	1700	Rockville Pike	Rockville, Maryland	20852

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)  
Debtor's Partnership interest as a partner in the Quatro Limited Partnership, a Maryland Limited Partnership, together with all right, title and interest and to any distributions of net cash flow, profits, capital, and other sums allocations or distributions therefrom, and any proceeds, increases, substitutions, replacements, additions and accessions thereof and thereto.

E. AUBREY COLLISON  
CLERK

1985 MAY 24 PM 3:46



RECORD FEE 11.00  
POSTAGE .50  
#91042 0237 R02 115:43  
MAY 24 85

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Jack C. Pumphrey (SEAL)  
 Jack C. Pumphrey  
 \_\_\_\_\_  
 (Type or print name under signature)

United Savings Association (Seal)  
 \_\_\_\_\_  
 (Corporate, Trade or Firm Name)  
Harry L. Leavy  
 Signature of Secured Party or Assignee  
 Harry L. Leavy, President  
 \_\_\_\_\_  
 (Owner, Partner or Officer and Title)  
 (Signatures must be in ink)

Mailed to Secured Party,

1150

LIBER - 485 PAGE 460

256831

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es) Engelhard Corporation 811 Ritchie Highway, Suite 13 Severna Park, MD 21146	2. Secured Party(ies) and address(es) General Service Leasing, Inc. PO Box 911 Beltsville, Maryland 20705	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #13231 C040 R01 T15:42 MAY 24 85
4. This financing statement covers the following types (or items) of property: One Canon Coper Model #NP-150SC, Serial # #JS412929, JD016064		
5. Assignee(s) of Secured Party and Address(es)		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered;  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: No Full or Partial Recordation Tax

Engelhard Corporation	General Service Leasing, Inc.
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Signature(s) of Debtor(s) Dan Breen Eastern Regional Sales Manager	Signature(s) of Secured Party(ies) A. Paul Gamble, President

(1) Filed with Clerk Regional Standard Form - FORM UCC-1.

Mailed to: General Leasing Inc.



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 24 PM 3:54

E. AUBREY COLLISON  
CLERK

11/00 2

STATE OF MARYLAND

256832

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated May 16, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Boldt, Daniel, W., and Boldt, Gertrude, J.  
Address 67 St. Andrews Rd., Severna Park, Maryland 21146

2. SECURED PARTY

Name Key Financial Services Inc.  
Address 57 River Street  
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1976 C & C 30' Hull # ZCC304220576 USCG O/N: 584325  
Engine: Universal Atomic 30hp, gas, single serial # 198181  
additional equipment: VHF, knotmeter, depth sounder, spinnaker gear,  
4 sails

RECORD FEE 12.00  
POSTAGE .50  
#13232.C040 R01 T15:42

MAY 24 85

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

**"NOT SUBJECT TO RECORDATION TAX"**

*[Signature]*  
(Signature of Debtor)

Daniel W. Boldt

Type or Print Above Name on Above Line

*[Signature]*  
(Signature of Debtor)

Gertrude J. Boldt

Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line



Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, S.A. COUNTY  
FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 MAY 24 PM 3:54

E. AUBREY COLLISON  
CLERK

1200

256833

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated May 16, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wahnish, J., Paul and Wahnish, Linda, J.  
Address 808 1/2 Boucher Ave., Annapolis, Maryland 21403

2. SECURED PARTY

Name Key Financial Services, Inc.  
Address 57 River Street  
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1973 Trojan 42' Hull # 5023052  
Engine: Chrysler, gas, twin 330 hp engine #'s P-E 214313 S-2154  
Additional equipment: range, oven, refrigerator, double sink, VHF, with bridge remote, CB, 2 depth sounders

RECORD FEE 12.00  
POSTAGE .50  
#13233 C040 R01 T15:43  
MAY 24 85

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

**"NOT SUBJECT TO RECORDATION TAX"**

*J. Paul Wahnish*  
(Signature of Debtor)

J. Paul Wahnish  
Type or Print Above Name on Above Line

*Linda J. Wahnish*  
(Signature of Debtor)

Linda J. Wahnish  
Type or Print Above Signature on Above Line

*Joseph M. Dement*  
(Signature of Secured Party)

Key Financial Services Inc.  
Type or Print Above Signature on Above Line

BL  
CLERK

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT: A.A. COUNTY

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 MAY 24 PM 3:54

E. AUBREY COLLISON  
CLERK

1200, 3







Not to be recorded in Land Records

Subject to Recordation Tax: Principal Amount is \$270,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: May 23, 1985

FINANCING STATEMENT

- 1. Debtor: FSK ENTERPRISES  
Address: 475 Colonial Ridge Lane  
Arnold, Maryland 21012
- 2. Secured Party: UNION TRUST COMPANY OF MARYLAND  
Address: P.O. Box 1077  
Baltimore, Maryland 21203
- 3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1985 MAY 24 PM 4:19  
E. AUBREY COLLISON  
CLERK

BL  
CLERK

RECORD FEE 13.00  
POSTAGE .50  
#91045 COME R02 T18:00  
MAY 24 85

1300  
20

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Union Trust Company of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

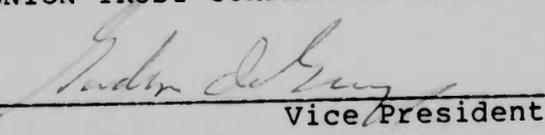
DEBTOR:

FSK ENTERPRISES

By 

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By 

Vice President

Gordon De George  
Vice President

LIBER - 485 PAGE 468

SCHEDULE A

All that lot of ground in Anne Arundel County, Maryland, being known and designated as Lot No. 158, as shown on Plat 2 of 4, THE DOWNS, Section 15, which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 74, folio 18. The improvements are intended to be known as No. 832 Coachway.

Mailed to: *Smith, Sommersillet*  
*Case.*

LIBER - 485 PAGE 468

SCHEDULE A

All that lot of ground in Anne Arundel County, Maryland, being known and designated as Lot No. 158, as shown on Plat 2 of 4, THE DOWNS, Section 15, which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 74, folio 18. The improvements are intended to be known as No. 832 Coachway.

Mailed to: *Smith, Sommeville*  
*Case*

AA Co. 11.50

LIDER - 485 PAGE 469

3172 5

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

256838

### FINANCING STATEMENT

American Fidelity Mortgage Corporation  
Name or Names - Print or Type

- LESSEE(S) Route 2 & West Street, Parole Station #H, Annapolis, MD 21401  
Address - Street No. City - County State Zip
- LESSOR L-J Leasing Company  
600 Reisterstown Road Baltimore Maryland 21208
- This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

SEE ATTACHED

RECEIVED FOR RECORD  
CLERK COURT T. A. COUNTY  
1985 MAY 27 AM 11:48  
E. AUBREY COLLISON  
CLERK



RECORD FEE 11.00  
POSTAGE .50  
#91080 C237 R02 T11:40  
MAY 27 85

- If above described personal property is to be affixed to real property, describe real property.
- If collateral is crops, describe real estate.
- Proceeds of collateral are covered.
- Products of collateral are covered.

LESSEE(S): American Fidelity Mortgage Corp.

LESSOR: L-J Leasing Company

By: [Signature]  
Signature of Lessee  
Vince Ambrosetti, President  
Type or Print

By: [Signature]  
Signature of Lessor  
Daniel G. Bittner, Manager

\_\_\_\_\_  
Signature of Lessee  
\_\_\_\_\_  
Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company  
600 Reisterstown Road  
Balto., Md. 21208

1150

Part of Lease # 3172 5 Dated 5/30/85

- 1- Left Return Secretarial Desk #406630RP/404819LRWA
- 1- Secretarial Chair #E.4500BRBR
- 1- Terminal display table #703630TDWA
- 1- Commodore 5 door file #FFL568L-TA
- 1- Swivel chair #392032BGLL
- 1- Quaker Love Seat #224112BG
- 2- Conference Chairs #225022
- 1- Left Secretarial desk #C3060L/WATA
- 1- Right Secretarial desk #C3060R/WATA
- 1- Commodore file #FFL229L/TA
- 1- Commodore file #RFL229L/TA
- 2- Secretarial posture chairs #S22 Brown Vinyl
- 3- Side chairs #212011BG
- 1- Double Pedestal desk #407236DPWA

Mailed to:

L. J. Leasing.

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 454 Page No. 15  
Identification No. 244198 Dated Sept. 10, 1982

1. Debtor(s) { Eugene M. & Judy L. Carr, Jr.  
Name or Names—Print or Type  
3234 Beards Point Rd. - Davidsonville, Md. 21035  
Address—Street No., City - County State Zip Code

2. Secured Party { CentraBank  
Name or Names—Print or Type  
201 N. Charles Street - Baltimore, Md. 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1985 MAY 27 AM 11:48  
E. AUBREY COLLISON  
CLERK



RECORD FEE 10.00  
POSTAGE .50  
#91091 C237 R02 111:40  
MAY 27 85

Dated: May 2, 1985  
CentraBank  
Name of Secured Party  
Mary Jo Shue  
Signature of Secured Party  
Mary Jo Shue, A.V.P.  
Type or Print (Include Title if Company)

CB1-137CL (5/83)

1050

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 454 Page No. 15  
Identification No. 244198 Dated Sept. 10, 1982

1. Debtor(s) { Eugene M. & Judy L. Carr, Jr.  
Name or Names—Print or Type  
3234 Beards Point Rd. - Davidsonville, Md. 21035  
Address—Street No., City - County State Zip Code

2. Secured Party { CentraBank  
Name or Names—Print or Type  
201 N. Charles Street - Baltimore, Md. 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECEIVED FOR RECORD  
SHERIFF COURT, A.A. COUNTY  
1985 MAY 27 AM 11:48  
E. AUBREY COLLISON  
CLERK



RECORD FEE 10.00  
POSTAGE .50  
#91081 C237 R02 111:40  
MAY 27 85

Dated: May 2, 1985  
CentraBank  
Name of Secured Party  
Mary Jo Shue  
Signature of Secured Party  
Mary Jo Shue, A.V.P.  
Type or Print (Include Title if Company)

CB1-137CL (5/83)

Mailed to Secured Party

105d

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Christenbury, Sharon K. 420-G Secluded Post Circle Glen Burnie Md. 21061	(2) Secured Party(ies) (Name(s) And Address(es): PIEDMONT AVIATION CREDIT UNION P. O. BOX 2720 WINSTON-SALEM, NC <del>27101</del> 27156	For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. <b>Lein Amount \$456.00</b> 1 VCR VR8418GY01 S/N 36008401		
<input type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) <u>X SK Christenbury</u> (By) _____ Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] PIEDMONT AVIATION CREDIT UNION (By) <u>JC Welch</u> Manager Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	
(1) Filing Officer Copy - Numerical	UCC-1	

RECORD FEE 11.00  
 POSTAGE .50  
 #91084 C237 R02 T11:42  
 MAY 27 85

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1985 MAY 27 AM 11:48  
 E. AUBREY COLLISON  
 CLERK

Mailed to Secured Party

1150

256840

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		Identifying File No.
		Maturity Date (If any)
Debtor(s) Name(s) - (Type or Print - Last Name First) Inner Harbor Warehousing & Distribution, Inc	Debtor(s) Complete Address(es) 808 Barkwood Court Linthicum, MD 21090	
Secured Party, and Address (Type or Print Name) CIT Financial Services Corporation 1949 Marlton Pike, P.O. Box 2570 Cherry Hill, NJ 08003	Assignee of Secured Party, and Address C.I.T. FINANCIAL SERVICES CORPORATION Not applicable	
This Financing Statement covers the following types (or items) of property: (Describe fully, giving Year and Make, Model, Motor or Serial No., etc.)		
7 EZ-1 26 Key Telephones 1 EZ-1 14 Key Telephone 1 6X12 Key Service Unit 3 2-Channel CO Line Cards 2 4-Channel Station Cards 1 25 Watt Amplifier 1 Opx Card All cable and labor to install system		
Proceeds of collateral, in any form whatsoever and however resulting, are also covered.		
The underlying secured transaction being publicized by this financing statement is ( ), is not (X), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of initial principal debt is \$ _____. Conditional Sales (lease purchase)		
This statement is to be returned, after recordation, to Assignee of Secured Party at its above address.		
Signatures (Type or Print Names Clearly Below All Signatures)		
C.I.T. FINANCIAL SERVICES CORPORATION (Assignee of Secured Party)	Inner Harbor Warehousing & Distribution, Inc	
By <u>Jacqueline U. Valerio</u> Jacqueline U. Valerio (As Authorized Agent) Title <u>Service Asst.</u>	By <u>Reese V. Bean III</u> Reese V. Bean III Title <u>President</u>	
(If Corporation, have signed by President, Vice-President, or Treasurer, and give official Title; if Owner or Partner, state which)		

BL CLERK

RECEIVED FOR RECORD  
 ST. LOUIS COUNTY

1985 MAY 27 AM 11:48  
 E. AUBREY COLLISON  
 CLERK

RECORD FEE 11.00  
 POSTAGE .50  
 #91095 0287 R02 111:43  
 MAY 27 85

Mailed to Secured Party

1150

485-474  
-475  
-476  
-477  
-478

No's NOT USED

5-27-85

485-474  
-475  
-476  
-477  
-478

No's NOT USED

5-27-85

485-474  
-475  
-476  
-477  
-478

No's NOT USED

5-27-85

485-474  
-475  
-476  
-477  
-478

No's NOT USED

5-27-85

485-474  
-475  
-476  
-477  
-478

No's NOT USED

5-27-85

I hereby certify that documentary stamps in the amount of \$1,855.00 were paid to the Clerk of the Circuit Court for Anne Arundel County simultaneously herewith.

David I. Orandle  
David Orandle, Attorney

LIBER - 485 PAGE 479

TO BE  
 NOT TO BE } RECORDED IN LAND RECORDS  
 SUBJECT TO  
 NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 265,000.00

FINANCING STATEMENT

1. Debtor(s): Dorothy L. Stowers  
Name or Names—Print or Type  
533 DEALE ROAD DEALE MARYLAND  
Address—Street No., City - County State Zip Code  
2. Secured Party: Orandle & Shere Chartered Profit Sharing Plan, Marlene S. Orandle  
Name or Names—Print or Type Irving W. Peltz and Charlotte Peltz & Manie Shere  
Address—Street No., City - County State Zip Code  
130 Slade Avenue, Baltimore County, Maryland 21208

RECORDED IN LAND RECORDS  
CIRCUIT COURT ANNE ARUNDEL COUNTY  
MAY 23 AM 11:40  
AUBREY COLLISON  
CLERK  
BL  
CLERK

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Beer, wine and liquor license issued by the Board of Liquor License Commissioners for Anne Arundel County, and any renewals or extensions thereof, and all chattels, fixtures, equipment, merchandise inventory, supplies, and all other items used in connection with operation of Happy Harbor Restaurant.

4. If above described personal property is to be affixed to real property, describe real property.

All those lots of ground situate in the 7th Election District of Anne Arundel County, Rockhold Creek Road and more particularly described in a deed recorded in the Land Records of Anne Arundel County in Liber No. 2670, folio 407.

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 12.00  
POSTAGE .50  
#90813 0055 R02 T11:35  
MAY 23 85

DEBTOR(S): Dorothy L. Stowers  
(Signature of Debtor)

SECURED PARTY: N/A  
(Company, if applicable)

Dorothy L. Stowers (f/k/a Dorothy L. Dobson)  
Type or Print  
(Signature of Debtor)

Irving W. Peltz  
(Signature of Secured Party)

Type or Print

Irving W. Peltz, Individually and as agent for  
Type or Print (Include title if Company)  
all debtors.

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address David Orandle, Esquire, 22 W. Pennsylvania Avenue, Towson,  
Maryland 21204  
Lucas Bros. Form F-1

Mailed to: \_\_\_\_\_

1200  
30

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

LIBER - 485 PAGE 480

Anne Arundel County  
n

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 215606 recorded in Liber 381, Folio 541 on January 10, 1978 (date).

1. DEBTOR(S):

Name(s): Am-Pro Sporting Goods, Inc/  
Address(es): 207 S. Ritchie Highway  
Glen Burnie, MD 21061

2. SECURED PARTY:

Name: The Equitable Trust Company  
Address: Calvert & Fayette Streets  
Baltimore, MD 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

E. AUBREY COLLISON  
CLERK

1985 MAY 27 PM 1:48

RECEIVED FOR RECORD  
CLERK COURT A.A. COUNTY



RECORD FEE 10.00  
POSTAGE .50  
#91091 0237 R02 113:30  
MAY 27 85

9. DEBTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:

**EQUITABLE BANK, National Association**  
By Barbara A. Wykowski  
Barbara A. Wykowski,  
Corporate Banking Officer  
(Type Name and Title)

Mailed to Secured Party

10.50

485-481

No. NOT USED

5-27-85

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

Anne Arundel County

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 246970 recorded in Liber 461, Folio 40 on April 19, 1983 (date).

1. DEBTOR(S):

Name(s): Am-Pro Sporting Goods, Inc.
Address(es): 7519 Ritchie Highway
Glen Burnie, MD 21061

2. SECURED PARTY:

Name: Equitable Bank National Association
Address: 100 S. Charles Street
Baltimore, MD 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. [ ] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [X] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. [ ] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. [ ] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. [ ] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY



RECORD FEE 10.00
POSTAGE 50
#91093 C237 R02 113-31
MAY 27 85

1985 MAY 27 PM 4:48
E. AUBREY COLLISON
CLERK

DEBTOR:

[Blank lines for Debtor information]

SECURED PARTY:

EQUITABLE BANK, National Association
By Barbara A. Wykowski, Corporate Banking Officer
(Type Name and Title)

Mailed to Secured Party

10.50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248656  
RECORDED IN LIBER 465 FOLIO 41 ON August 17, 1983 (DATE)

1. DEBTOR

Name Earl F. Michael  
Address 625 Harberts Court, Annapolis, MD 21401

2. SECURED PARTY

Name JI Case Co. or JI Case Credit Corp. as their interest may appear:  
Address 290 Elwood Davis Rd., Liverpool, N.Y. 13088

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p style="text-align: right;">Ann Arundel 6680</p>	

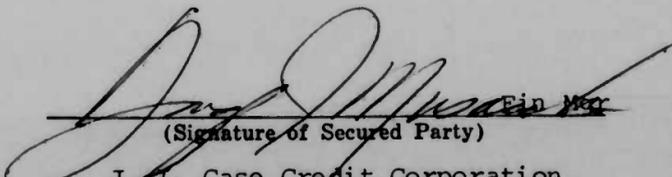
RECEIVED FOR RECORD  
COURT HOUSE, ANNE ARUNDEL COUNTY  
CHECK  FORM OF STATEMENT

1985 MAY 27 PM 1:48  
E. AUBREY COLLISON  
CLERK

CLERK  
81

RECORD FEE 11.00  
POSTAGE .50  
#91098 C237 R02 T13:35  
MAY 27 85

Dated November 14, 1984

  
(Signature of Secured Party)  
J. I. Case Credit Corporation  
Type or Print Above Name on Above Line

115

Mailed to Secured Party

Not Subject to Recordation Tax  
 Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer  
File No.: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing: \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: THE STA-DRI COMPANY  
(Name or Names)  
1572 Annapolis Road, Odenton, MD. 21113  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION  
(Name or Names)  
P.O. Box 10656, Towson, MD. 21285-0656  
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.  
(Name or Names)  
Box 116 FAYETTE ST. PAUL STS. BALTO. MD. 21203  
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - Lanier Series VI Electronic Key Telephone System with -  
1 - Key Service Unit; 1 - Tone Unit; 1 - Central Control Unit;  
1 - Power Supply; 1 - Station Interface Card; 2 - Central Office  
Interface Cards; 1 - 10-Button Electronic Key Telephone Set with  
BLF; 6 - 10-Button Electronic Key Telephone Sets; 1 - Pocket Caddy.

RECEIVED FOR RECORD  
CIRCUIT COURT T. A. COUNTY  
1985 MAY 27 PM 1:48  
E. AUBREY COLLISON  
CLERK



RECORD FEE 11.00  
#91100 0237 R02 113:36  
MAY 27 85

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes  No   
Products of Collateral are also covered: Yes  No

DEBTOR(S):  
THE STA-DRI COMPANY  
By: [Signature]  
Herbert J. Zaslave (Title)  
(Type or print name of person signing)

SECURED PARTY:  
ATLANTIC INDUSTRIAL CREDIT CORPORATION  
By: [Signature]  
Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION  
P.O. Box 10656, Towson, MD. 21285-0656

Mailed to Secured Party

Anne ~~Arundel~~ Arundel  
4/24 A

LIBER - 485 PAGE 485

256850

Buyer's (Debtor's) Name (Last name first) <b>Govatos, Betty N.</b>	Purchaser's Mailing Address <b>3367 Harness Ct Rd. Annap.</b>	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address <b>md 21403</b>	Zip Code
Seller's Name <b>Annapolis 4 A Rentals</b>	Seller's Address <b>1919 Lincoln Dr Annap md</b>	Zip Code <b>21401</b>

BUYER'S SOC. SEC. NO. (First Signer)

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOOOS (Equipment)	Serial No.
1	N	JD	650	Compact Utility Dies Tractor 2 wheel drive turf tires	
1	N	JD	160	Mid mount mower No ROPS Bar	

RECEIVED FOR RECORD  
 CLERK T. A. COUNTY  
 1985 MAY 27 PM 1:48  
 E. AUBREY COLLISON  
 CLERK



**FINANCING STATEMENT  
FOR FILING**

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

RECORD FEE 11.00  
POSTAGE 50  
491101 C237 R02 113:37  
MAY 27 85

Transaction  (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ \_\_\_\_\_

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**  
P.O. Box 4949  
Syracuse NY  
13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**  
P.O. Box 505-4949  
Syracuse, N.Y. 13204  
13221

Debtor resides in Anne Arundel, md (County) (State) Note dated and signed 4/24/85 (Date) Debtor's Telephone No. 301 269-6746

Betty N Govatos (Debtor's Signature)  
Betty N. Govatos

Annapolis 4 A Rental (Seller's Name)  
Donald B. Graham (Debtor's Signature)  
Donald B. Graham, Pres.

(Do not write below this line)

Mailed to Secured Party

11/5

Anne Arundel  
578678278  
4/18 A

LIBER - 485 PAGE 486

256851

Buyer's (Debtor's) Name (Last name first) <b>Alvin M Sebastian</b>	Purchaser's Mailing Address <b>302 Dellwood Ct Annapolis</b>	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address <b>md 21401</b>	Zip Code
Seller's Name <b>Annapolis 4A Rentals</b>	Seller's Address <b>119 Lincoln Dr Annapolis</b>	Zip Code
BUYER'S SOC. SEC. NO. (First Signer) <b>578 078278</b>		<b>md 21401</b>

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	1126	Lawn Tractor w/ 38" mower	322363
1	N	JD	401	Front Blade	-
1	N	OHIO		10 cubic ft dump cart	-

1985 MAY 27 PM 1:48  
E AUBREY COLLISON  
CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY



### FINANCING STATEMENT FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

RECORD FEE 11.00  
POSTAGE .50

#91102 C237 R02 T13:37  
MAY 27 85

Transaction  (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ \_\_\_\_\_

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**

P.O. Box 4949  
SYRACUSE NY  
13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**  
P.O. Box 306  
Syracuse, N.Y. 13201

Debtor resides in Anne Arundel md Note dated and signed 4/18/85 Debtor's Telephone No. 301 266 6372  
(County) (State) (Date)

Alvin M Sebastian  
(Debtor's Signature)  
Alvin M. Sebastian

Annapolis 4A Rental  
(Seller's Name)

Donald B Graham  
Seller's (Secured Party) Signature

Donald B. Graham, Pres.

(Do not write below this line)

Mailed to Secured Party

113

Anne Arundel  
212 322275  
4/28 A

Buyer's (Debtor's) Name (Last name first) Music, Clyde Richard	Purchaser's Mailing Address 948 Central Lane Gambrills, Md	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name Annapolis 4A Rental	Seller's Address 1719 Lincoln Dr Annapolis, md	Zip Code
BUYER'S SOC. SEC. NO. (First Signer) 212 322275		21401

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	318	LE6 Tractor	322614
1	N	JD	46	Mower	
1	N	JD		Material Collection System	
1	N	JD	54	Front Blade	
1	N	JD	48	3pt hitch & tiller	
1	N	OHIO		Dump Cart	

RECEIVED FOR RECORD  
 CIRCUIT COURT, ANNA COUNTY  
 1985 MAY 27 PM 1:48  
 E. AUBREY COLLISON  
 CLERK



**FINANCING STATEMENT  
FOR FILING**

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction  (Is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$

RECORD FEE 12.00  
POSTAGE .50  
#91103 C237 R02 113:38  
MAY 27 85

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**  
P.O. Box 4949  
SYRACUSE NY  
13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**  
P.O. Box 4949  
Syracuse, N.Y. 13201  
13221

Debtor resides in Anne Arundel md Note dated and signed 4/28/85 Debtor's Telephone No. (301) 672-3103  
(County) (State) (Date)

Clyde Richard Music  
(Debtor's Signature) Clyde Richard Music  
Jeanette B. Music  
(Debtor's Signature) Jeanette B. Music  
(Do not write below this line)

Annapolis 4A Rental  
(Seller's Name) T. Seaman  
Seller's (Secured Party) Signature T. Seaman, Sec.

Mailed to Secured Party

1250

LIBER - 485 PAGE 488 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. P 5614

256853

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.  XX

This financing statement Dated 4/26/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KEN'S SERVICE CENTER HANOVER, INC.  
Address 1362 DORSEY ROAD HANOVER, MD 21076

2. SECURED PARTY

Name ELKRIDGE NATIONAL BANK  
Address 7290 MONTGOMERY ROAD ELKRIDGE, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/01/89

This financing statement covers the following types (or items) of property: (list)

- 1 MODEL 62-200 SEA COMPUTER WITH FOUR GAS
- 1 MODEL 99-320 DATA LOGGER

REAL ESTATE DESCRIPTION:

BL  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
#91104 0237 R02 113:39  
MAY 27 85

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- Proceeds of collateral are also covered)
- Products of collateral are also covered)

Mailed to Secured Party

KEN'S SERVICE CENTER HANOVER, INC.

BY: Kenneth E. Cavin Pres.  
(Signature of Debtor)

KENNETH E. CAVIN, PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ELKRIDGE NATIONAL BANK

[Signature]  
(Signature of Secured Party)

V LEO EDWARDS

Type or Print Above Signature on Above Line

1150

1985 MAY 27 PM 1:48  
RECEIVED FOR RECORD  
CLERK COURT HOUSE COUNTY

E AUBREY COLLISON  
CLERK

11.00  
50

256854

LIBER - 485 PAGE 489

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented		3. Maturity Date (optional) <b>AnnArundell1392033</b>
1. Debtor(s) (Last Name First and Address(es))	2. Secured Party(ies) Name(s) and Address(es)	4. For Filing Officer: Date, Time, No. Filing Office
Harry W. Pollock IV 185 Doncasper Road Arnold, Md. 21012	Custom Sales & Service Inc. 11th St. & 2nd. Road Hammonton, N.J. 08037	
5. This Financing Statement covers the following types (or items) of property: 1985 Chev. Ser.# 1GBGC34M1FS147238 with 1985 CFE Custom catering body Ser.# CT B 5622 "NOT SUBJECT TO RECORDATION TAX" Conditional Sales Contract signed 4/13/85		6. Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. 638 E. Lancaster Ave. Frazer, Pa. 19355
8. Describe Real Estate Here:		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are affixed to. * (Describe Real Estate Below) 12.00 50 #91103 0237 R02 11:40 MAY 27 85
9. Name(s) of Record Owner(s)		
No. & Street	Town or City	County
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)		
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Harry W. Pollock IV By <u>Harry W. Pollock IV</u> Signature(s) of Debtor(s)		Custom Sales & Service, Inc. By <u>[Signature]</u> Signature(s) of Secured Party(ies)

603871 (6-80) (1) FILING OFFICER COPY — NUMERICAL  
STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

RECEIVED FOR RECORD  
CIRCUIT COURT, ANN ARUNDELL COUNTY  
1985 MAY 27 PM 1:49  
E. AUBREY COLLISON  
CLERK



Mailed to Secured Party

125

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

LIBER - 485 PAGE 490  
Identifying File No. 256855

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 4-24-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CLATRE A. MANNLE  
Address 1165 CECIL AVE. MILLERVILLE MD. 21108

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA Assignee of Secured Party  
Address 4444 SHACKLEFORD RD. N. J. Richardson Sons Inc.  
NORCROSS, GEORGIA 30093 6400 Windsor Mill Rd.  
Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 Kubota B5200T TRACTOR 20010 SN#  
1 Kubota RC48-62 MOWER 20303  
1 EZRAKE MODEL 33 RAKE 267600  
1 Kmg KKA-100 Tiller 2486  
54900-834226

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Clatre A. Mannle  
(Signature of Debtor)

CLATRE A. MANNLE  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JJ Caldwell

(Signature of Secured Party)

GG Caldwell

Type or Print Above Signature on Above Line

1150

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY  
1985 MAY 27 PM 1:49  
E. AUBREY COLLISON  
CLERK

BL  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
#91108 C237 R02 T13:42  
MAY 27 85

STATE OF MARYLAND

LIBER - 485 PAGE 491

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 197367

RECORDED IN LIBER 344 FOLIO 470 ON Aug. 18, 1975 (DATE)

1. DEBTOR

Concrete Placing Service, Inc.  
Name Brown & Watson Equipment Co., Inc.  
Address 708 N. Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Credit Alliance Corporation  
Address Prel Plaza, Orangeburg, NY 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input checked="" type="checkbox"/> <b>XX</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECEIVED FOR RECORD  
CIRCUIT COURT, BAL. COUNTY  
1985 MAY 27 PM 1:49  
E AUBREY COLLISON  
CLERK

BL  
CLERK

RECORD FEE 10.00  
POSTAGE 50  
#91109 C237 R02 T13:42  
MAY 27 85

Dated May 3, 1985

CREDIT ALLIANCE CORPORATION  
*Joseph P. Cannici*  
ASST. V.P.  
(Signature of Secured Party)  
Joseph P. Cannici  
Type or Print Above Name on Above Line

Mailed to Secured Party

1050

256856

FINANCING STATEMENT FORM UC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated April 26, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARETTA CORPORATION  
Address 101 North Fairfield Drive, Dover, DE 19901

2. SECURED PARTY

Name First Commercial Corporation  
Address 303 Second Street, Annapolis, MD 21403

RECORD CLERK  
BL  
SARCO COUNTY

1985 MAY 27 PM 1:49  
E. AUBREY COLLISON  
CLERK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1985 32' 9" Hans Christian 33 Fiberglass Hull # XSA33076A585

First Assignee:  
Society For Savings  
1290 Silas Deane Highway  
Wethersfield, CT 06109

1985 33 HP Yanmar Diesel Engine # 3QMB0F

Residence: Gerald A. & Saretta Gurss  
879 Clearfield Lane  
Cincinnati, OH 45240

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARETTA CORPORATION

Gerald A. Gurss, President  
(Signature of Debtor)

Gerald A. Gurss, President  
Type or Print Above Name on Above Line

Saretta Gurss, V. Pres.  
(Signature of Debtor)

Saretta Gurss, Vice President  
Type or Print Above Signature on Above Line

Mary J. Parkburger agent  
(Signature of Secured Party)

First Commercial Corporation  
Type or Print Above Signature on Above Line

RECORD FEE 12.00  
POSTAGE 50  
#91107 C237 R02 113:41  
MAY 27 85

1250

Mailed to Secured Party

Anie Audel Co  
5-1-85

LIBER - 485 PAGE 493

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of Sheets Prepared:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es):	2. Secured Party(ies) Name(s) and Address(es):	4. For Filing Officer. Date, Time, No. Filing Office	
CIS Leasing Corp. P.O. Box 6789 Syracuse, NY 13217	The Bank of New York 443 S. Warren St. Syracuse, NY 13202		

5. This statement refers to original Financing Statement No. 91104 filed (date) 2/1/85 with Anne Arundel Cty

6.  A. Continuation The original Financing Statement bearing the above file number is still effective.  
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. 482-203  
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following: MD 06F540  
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:  
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)  
 (Union Trust Co. #80181) Note #137

This statement is to be indexed in the Real Estate Records Section Block

NATIONWIDE INFORMATION  
488 BROADWAY  
ALBANY, N.Y. 12207  
RECORD FEE 12.00  
POSTAGE .50  
MAY 27 1985

---

of additional  
Presented:

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
488 BROADWAY  
ALBANY, N.Y. 12207

THE BANK OF NEW YORK  
William J. McPherson  
Signature(s) of Secured Party(ies)  
ary of State of New York, Pennsylvania & Texas

Mailed to: \_\_\_\_\_

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1985 MAY 27 PM 2:33  
E. AUBREY COLLISON  
CLERK

CLERK  
BL  
18

125

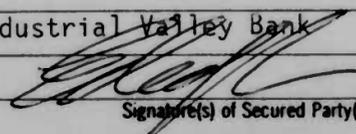
LIBER - 485 PAGE 494

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Case Edwards Management Company Inc., Annapolis City Marina 410 Severn Ave., Suite A301 PO Box 4639 Annapolis, MD 21403	2. Secured Party(ies) Name(s) and Address(es): Industrial Valley Bank 1518 Walnut Street Philadelphia, Pa. 19102	4. For Filing Officer: Date, Time, No. Filing Office	
5. This statement refers to original Financing Statement No. <u>46116</u> <sup>C237 R02</sup> filed (date) <u>1-19-84</u> with <u>Circuit Court A. A. County</u> <u>469/389</u>			
6. <input type="checkbox"/> A. Continuation The original Financing Statement bearing the above file number is still effective.			
<input type="checkbox"/> B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.			
<input type="checkbox"/> C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:			
<input checked="" type="checkbox"/> D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:			
<input type="checkbox"/> E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required) Bell Savings & Loan Association-9 S. 69th Street-Upper Darby, Pa. 19082			
<input type="checkbox"/> F.  This statement is to be indexed in the Real Estate Records			

RECORD FEE 12.00  
POSTAGE .50  
#91116 C237 R02 7:16:32  
MAY 27 85

Industrial Valley Bank

By \_\_\_\_\_ Signature(s) of Debtor(s) (only on amendment)  
(1) FILING OFFICER COPY - NUMERICAL  
(3/83)

By  Signature(s) of Secured Party(ies)

STANDARD FORM—FORM UCC-3—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to: \_\_\_\_\_

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY



1985 MAY 27 PM 2:33

E. AUBREY COLLISON  
CLERK

105

LIBER - 485 PAGE 495

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER # ~~XXXXX~~ 369 Page No. 378  
Identification No. 150577 Dated 3/27/72

1. Debtor(s) { LEWIS M & PAULINE V RINEHART (NEW OWNERS)  
RAYMOND AND PACITA CHASE (PREVIOUS OWNERS)  
Name or Names—Print or Type  
4750 L FLANDERS LANE HARWOOD MD 20776  
Address—Street No., City - County State Zip Code

2. Secured Party { (FIRST NATIONAL BANK OF SOUTHERN MARYLAND)  
FIRST NATIONAL BANK OF MARYLAND  
Name or Names—Print or Type  
P.O. BOX 17292 BALTIMORE MD 21203  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) APRIL 3, 1985

4. Check Applicable Statement:

<p><b>A. Continuation</b> ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY  
1985 MAY 27 PM 3:31  
E. AUBREY COLLISON  
CLERK



RECORD FEE 10.00  
POSTAGE .50  
#91117 0237 R02 T15:21  
MAY 27 85

Dated: APRIL 26, 1985

FIRST NATIONAL BANK OF MARYLAND  
Name of Secured Party  
*Luann French*  
Signature of Secured Party  
LUANN FRENCH SUPERVISOR  
Type or Print (Include Title if Company)

FNB 1216 (1-80)

Mailed to Secured Party

1050

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER # ~~XXXX~~ 447 Page No. 576  
Identification No. 241824 Dated 3/12/82

- 1. Debtor(s) { TUCK & BUCK EXCAVATING- JAMES BUCKLER & WILLIAM TUCKER  
Name or Names—Print or Type  
1815 SHORE DIRVE EDGEWATER MD 21037  
Address—Street No., City - County State Zip Code
- 2. Secured Party { (FIRST NATIONAL BANK OF SOUTHERN MARYLAND)  
FIRST NATIONAL BANK OF MARYLAND  
Name or Names—Print or Type  
P.O. BOX 17292 BALTIMORE MD 21203  
Address—Street No., City - County State Zip Code
- 3. Maturity Date (if any) APRIL 3, 1985

4. Check Applicable Statement:

<p><input type="checkbox"/> <b>A. Continuation</b> ..... The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> <b>B. Partial Release</b> ..... From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> <b>C. Assignment</b> ..... The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> <b>D. Other:</b> ..... (Indicate whether amendment, termination, etc.)  TERMINATION</p>

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY  
1985 MAY 27 PM 3:31  
E. AUBREY COLLISON  
CLERK



RECORD FEE 10.00  
POSTAGE .50  
#91118 C237 R02 T15:22  
MAY 27 85

Dated: APRIL 26, 1985  
FIRST NATIONAL BANK OF MARYLAND  
Name of Secured Party  
*Luann French*  
Signature of Secured Party  
LUANN FRENCH SUPERVISOR  
Type or Print (Include Title if Company)

FNB 1216 (1-80)

Mailed to Secured Party

1052

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Harbour Yachts, Inc. t/a Outfitters Ltd. of Annapolis 326 First Street Annapolis, Maryland 21403	2. Secured Party(ies) and address(es) Annapolis Banking & Trust Co. P.O. Box 311 Annapolis, Maryland 21404	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This statement refers to original Financing Statement No. 237511 filed (date) 4/22/81 with Clerk, Circuit Court

8.  A. Continuation The original Financing Statement bearing the above file number is still effective.  
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:  
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)  
 F. Other

RECORD FEE 10.00  
 POSTAGE .50  
 #91120 0237 R02 115:23  
 MAY 27 85

..... ANnapolis BANKING & TRUST CO. ....  
 By ..... Signature(s) of Debtor(s) (only on amendment)  
 Filing Officer Copy — Alphabetical  
 By ..... Signature(s) of Secured Party(ies)  
 John M. Suit, II, Senior Vice President

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1985 MAY 27 PM 3:31  
 E. AUBREY COLLISON  
 CLERK  
 BL  
 18

Mailed to Secured Party

105

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256857

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JoAnn Swanson, an individual and Brenda Shoemaker, an individual D/B/A Hair Prestige
Address 2710 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 4 (four) Kaemark styling stations-color-almond
2 (two) Kaemark bulkhead
4 (four) American Gold mirrors
4 (four) Recpt. chairs
4 (four) Helen Curtis dryers
2 (two) Pibbs manicure tables w/light, pad & drawer
2 (two) Pibbs shampoo chairs color-brown
4 (four) Belv. Styling chairs
1 (one) Kaemark desk #1040
1 (one) Prec. chrome coat rack
4 (four) Belv. dryer chairs
2 (two) Rec. chairs (mani.)
2 (two) Used brown porc. shampoo bowls

all machinery, equipment, accounts receivable, and inventories, now owned or hereafter acquired, including proceeds and products thereof.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

JOANN SWANSON, AN INDIVIDUAL AND BRENDA SHOEMAKER, AN INDIVIDUAL D/B/A HAIR PRESTIGE

(Signature of Debtor)

Handwritten signatures of JoAnn Swanson and Brenda Shoemaker

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50

891121 0237 R02 115424
MAY 27 85

RECEIVED FOR RECORD
CIRCUIT COURT - ANNE ARUNDEL COUNTY
1985 MAY 27 PM 3:31
E. AUBREY COLLISON
CLERK

BL
CLERK

Filed with Anne Arundel County.

Mailed to Secured Party

1152

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record:  Land } Liber 448 Folio 531 File No. 242183  
 Financing Statement } Date of Financing Statement 19 April 1982

DEBTOR (OR ASSIGNOR)

Name

Address

Arundel Bedding Corporation  
d/b/a Mattress Discounters  
Judith G. Lane

7572 Ritchie Highway  
Glen Burnie, Maryland 21061

E. AUBREY COLLISON  
CLERK

1985 MAY 27 PM 3:31

RECEIVED FOR RECORD  
CIRCUIT COURT, BAL. COUNTY



RECORD FEE 10.00  
POSTAGE 1.50  
#91124 0237 R02 11:26  
MAY 27 85

SECURED PARTY (OR ASSIGNEE)

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL  
BANK OF ANNAPOLIS

Dated: 25 April, 1985.

By

*[Signature]*

Secured Party (or Assignee)

Mail to: The Farmers National Bank of Annapolis  
5 Church Circle  
Annapolis, Maryland

Mailed to Secured Party

1050

LIBER -485 PAGE 500

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Paul L. Jablonski, Ltd. 100 West 10th Street Wilmington, DE 19801	2. Secured Party(ies) and address(es) Chase Manhattan Bank 1400 Union Tpke. New Hyde Park, NY 11042 427-292	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>09172 C345</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>July 17,</u> 19 <u>80</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

RECORD FEE 10.00  
POSTAGE .50  
MAY 27 1985  
MAY 27 11:29  
MAY 27 85

1985 MAY 27 PM 3:31  
CLERK COLLISON  
RECORDED FOR RETURN  
COUNTY

No. of additional Sheets presented:  
Chase Manhattan Bank  
By: *[Signature]* 2VP  
Signature(s) of Secured Party(ies)

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
Filing Officer Copy - Alphabetical  
STANDARD FORM - FORM UCC-3

Joseph Paine  
P.O. Box 44  
McLean, VA. 22101

Mailed to: \_\_\_\_\_

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

LIBER - 485 PAGE 501

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253012

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON August 1, 1984 (DATE) Book 475 Page 499

1. ~~DEBTOR~~ LESSEE: Clerk of Court of Anne Arundel County

Name J&S: Peter F. Verkouw, M.D., P.A. & Rodney L. Brimhall, M.D., P.A.

Address 1419 Forest Drive, Annapolis, MD 21403

2. SECURED PARTY

Name Investors Savings & Loan Association GP#AI

Address 249 Milburn, Milburn, NJ 07041

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment   
(Indicate whether amendment, termination, etc.)

Lease #11018.01

Amend address as follows:  
1833 Forest Drive  
Annapolis, MD 21401

RECORD FEE 10.00  
POSTAGE .50  
#91149 0237 R02 T10:30  
MAY 28 85

BL  
CLERK

Dated \_\_\_\_\_ RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 28 AM 10:32

E. AUBREY COLLISON  
CLERK

INVESTORS SAVINGS & LOAN ASSOCIATION  
(Signature of Secured Party)

[Signature]  
Type or Print Above Name on Above Line

1052

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 56,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George L. Hood

Address Box 437 Waugh Chapel Road, Odenton, Maryland 21113

2. SECURED PARTY

Name ITT Industrial Credit Company

Address P.O. Box 12809, Pittsburgh, Pennsylvania 15241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

This financing statement covers the following types (or items) of property: (list)

(1) 1984 Ford LNT 8000 Cab & Chassis and 14' Gallion Steel Dump Body

E. AUBREY COLLISON  
CLERK

1985 MAY 28 PM 12:18

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00  
RECORD TAX 392.00  
#91178 0237 R02 112:16  
MAY 28 85

Mailed to Secured Party

George L. Hood  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-  
392.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here

This financing statement Dated March 11, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & L CYCLE SHOP, INC.
Address 1526 Liberty Road, Sykesville, Maryland 21784

2. SECURED PARTY

Name CARROLL COUNTY BANK & TRUST CO.
Address 45 WEST MAIN ST.
WESTMINSTER, MD 21157

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Receivables and Inventory Collateral; All of the Debtor's present and future: (1) accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the court of the Debtor's business, together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing and (2) inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter "SEE SCHEDULE A ATTACHED HERETO AND FORMING A PART HEREOF"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

C & L CYCLE SHOP, INC.
(Signature of Debtor)

Gilbert T. Lindstrom, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Barbara G. Lindstrom, Secretary/ Treasurer
Type or Print Above Signature on Above Line

(Signature of Secured Party)

D. Kenneth Bates, Assistant Vice President
Type or Print Above Signature on Above Line

RECORD FEE 11.00
#91179 0237 R02 712:23
MAY 28 85

E. AUBREY COLLISON
CLERK

1985 MAY 28 PM 12:24

RECEIVED FOR RECORDING
CIRCUIT COURT, ANNE ARUNDEL COUNTY
BL
CLERK

SCHEDULE A

"Attached hereto and forming a part of the MD UCC-1 Financing Statement between Carroll County Bank and Trust Company, as Secured Party, and C & L Cycle Shop, Inc., as Debtor, dated March 11, 1985."

C & L CYCLE SHOP, INC.

CARROLL COUNTY BANK & TRUST COMPANY

By: *Gilbert T. Lindstrom*  
Gilbert T. Lindstrom, President

By: *D. Kenneth Bates*  
D. Kenneth Bates  
Assistant Vice President

By: *Barbara G. Lindstrom*  
Barbara G. Lindstrom, Secretary/Treasurer

acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business; and all increases, substitutions, replacements and additions to any of the foregoing and all proceeds of the foregoing, of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.

Mailed to Secured Party

To be filed with County Clerk

LIBER - 485 PAGE 505

256871

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

SEDS, Inc.  
t/a Jerry's Sub Shop  
1634 Annapolis Road  
Odenton, MD 21113

2. NAME AND ADDRESS OF SECURED PARTY:

Allied Lending Corporation  
1625 Eye Street, N.W.  
Washington, D.C. 20006

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at \_\_\_\_\_, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- 

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: \_\_\_\_\_.

5. This transaction is  , is not  exempt from the recordation tax. Principal amount of the Debt is \$ 225,000.

SECURED PARTY:

Allied Lending Corporation

By: Kathleen S. Ryan  
Asst. J. P.

DEBTOR:

SEDS, Inc.

By: Stuart K. Wiesenberger



RECEIVED FOR RECORD  
CLERK COURT - T. A. A. COUNTY  
1985 MAY 28 PM 12:38  
E. AUBREY COLLISON  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
#91181 COSS R02 T12:35  
MAY 28 85

AFTER RECORDATION RETURN TO:

Dianna Seaborn  
Allied Lending Corporation  
1625 Eye Street, N.W.  
Washington, D.C. 20006

Mailed to: \_\_\_\_\_  
N

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax. This is a purchase money transaction.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 David S. O'Brien, M.D., P.A. 60 West Street  
 Annapolis, MD 21401

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: P. Lankford 050314 Baltimore, MD 21201  
 Loan Documentation Asst.

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

11.00  
 .50  
 #91230 C237 R02 T15:19  
 MAY 28 85

Debtors  
 David S. O'Brien, M.D., P.A. (Seal) \_\_\_\_\_ (Seal)  
 BY: [Signature] (Seal) \_\_\_\_\_ (Seal)  
 David S. O'Brien, President

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

E. AUBREY COLLISON  
 CLERK  
 1985 MAY 28 PM 3:06



1150

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement from David S. O'Brien, M.D., P.A. to Equitable Bank, National Association, a national banking corporation.

Section F. Specific Equipment and Fixtures. Continued

- 1) SSA-90A COMPLETE ULTRASOUND SYSTEM, s/n 5512096  
consisting of:

SSA-90A, Main Console Unit, s/n 5512096  
PSE-37L, 3.75 MHz Sector Probe, s/n 4612065  
PLE-308M, 3175 MHz Linear Probe, s/n 5512172  
Scanning GEL, 1 btl.

- 1) THOMSON-CGR DUAL FOCUS SENOGAPHE 500T  
Style No. 9PR080082

Mailed to Secured Party

AA

256800 11

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name St. James Church of the Apostolic Faith  
Address 97 F Howard Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name First Eastern Leasing Corp.  
Address 30 E. Padonia Road  
Timonium, Md. 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - 970Z Model A.B. Dick Copier 10100366

RECORD FEE 11.00  
#13544 C345 R01 T09:05  
MAY 29 85

E AIRREY COLLISON  
CLERK

1985 MAY 29 AM 10:06

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY



CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Sheila E. Coleman  
(Signature of Debtor)

Sheila E. Coleman, MGR.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E. Neutze  
(Signature of Secured Party)

Louise E. Neutze, Vice Pres.

Type or Print Above Signature on Above Line

11.00  
E

aa.  
12-

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256801

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lee Anne Zales, T/A Crain Typing & Secretarial Services  
Address 900 N. Crain Highway Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Eastern Leasing Corp.  
Address 30 E. Padonia Road  
Timonium, Md. 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Silver Reed EX 66 Ser# 86005724

RECORD FEE 12.00

#13545 C345 R01 T09:05

MAY 29 85

E. AUBREY COLLISON  
CLERK  
1985 MAY 29 AM 10:06

RECEIVED FOR RECORD  
CLERK COURT BAL COUNTY



CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Lee Anne Zales  
(Signature of Debtor)

Lee Anne Zales OWNER  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E. Neutze  
(Signature of Secured Party)

Louise E. Neutze, Vice Pres.

Type or Print Above Signature on Above Line

12-w  
sc

10.50

LIBER - 485 PAGE 510

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252852

RECORDED IN LIBER 475 FOLIO 263 ON 6/12/84 (DATE)

1. DEBTOR

Name John & Jeanette Knight

Address 339 Gatewater Landing 104 Glen Burnie, Md. 21061

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC

Address 8 E. Fayette Street Balto, Md. 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/12/87

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORDED FEE 10.00  
13546 0345 001 T09:07  
MAY 29 85

E. AUBREY COLLISON  
CLERK

1985 MAY 29 AM 10:07

RECEIVED FOR RECORD  
CLERK  
BALTIMORE COUNTY



Dated May 7, 1985

Julia H Lewis  
(Signature of Secured Party)

Julia h. Lewis, CSR  
Type or Print Above Name on Above Line

Mailed to Secured Party

10.00  
- 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 10,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$70.00  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ryer, Charles W., Jr.

Address 669 Cedar Drive, Pasadena, Maryland 21122

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00  
RECORD TAX 70.00  
POSTAGE .50  
#13547 C345 R01 T09:09  
MAY 29 85

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ryer, Charles W., Jr.

*Charles W. Ryer, Jr.*  
(Signature of Debtor)

Charles W. Ryer, Jr., Owner  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

*[Signature]*  
(Signature of Secured Party)

Larry F. Kimmel, Assistant V.P.  
Type or Print Above Signature on Above Line



RECEIVED FOR RECORD  
CLERK COURT HOUSE ANNE ARUNDEL COUNTY

1985 MAY 29 AM 10:07

E. AUBREY COLLISON  
CLERK

*Handwritten:*  
17.00  
70.00  
85

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 29th day of April 1985 by and between

Charles W. Ryer, Jr. having his principal place of business at  
669 Cedar Drive, Pasadena, Maryland 21122

"Mortgagor", and Credit Alliance Corporation "Mortgagee".

## WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property, in any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City



## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 29, 19 85 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used 1979 Freightliner Model FLT8164T Cabover Tractor equipped with 3406 Cat Engine, 10 speed Roadranger Transmission, 38,000 lb. rears, Aluminum bud wheels	1979 - FLT8164T	CA213HL160367

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Charles W. Ryer, Jr.

By: *Charles W. Ryer, Jr.*

Mailed to Secured Party

256863

FINANCING STATEMENT

Maryland  
L-71-UCC  
Rev. 9/78

Date 4/29/85  
Statement No. \_\_\_\_\_  
Liber \_\_\_\_\_ Folio \_\_\_\_\_

This Financing Statement is presented to the Clerk of Courts for filing and recording pursuant to the provisions of Subtitle 9 of the Commercial Law Article of the Annotated Code of Maryland.

TO BE RECORDED IN THE LAND RECORDS  
(check if lien is to be taken on fixtures)

1. Debtor(s):	<u>Name</u>	<u>Address</u>
	Terry L. Wright & Anita C. Wright	1561 Underwood Road Gambrills, Maryland 21054

2. Secured Party: Southern Md. Production Credit Association  
Address: P. O. Box 99, Rt. 231, Hughesville, Maryland 20637

3. This Financing Statement covers the following types of property  if covered:

- OTHER COLLATERAL (give type)
- ACCOUNTS RECEIVABLE, CONTRACT RIGHTS
- CROPS
- MACHINERY AND EQUIPMENT
- LIVESTOCK AND SUPPLIES USED OR PRODUCED IN FARMING OPERATIONS
- FIXTURES
- INVENTORY
- PROCEEDS AND PRODUCTS OF COLLATERAL
- ALL STOCK OR RIGHTS TO STOCK OF THE DEBTOR IN THE SECURED PARTY
- ALL AFTER ACQUIRED COLLATERAL OF THE ABOVE TYPES

RECORD FEE 12.00  
POSTAGE .50  
#13551 C345 R01 T09:24  
MAY 29 85

4. Where collateral is crops or fixtures the farm involved is described as follows: Located in \_\_\_\_\_ District, \_\_\_\_\_ County, Maryland, and is bounded on the North by lands of \_\_\_\_\_ on the East by lands of \_\_\_\_\_ ; on the South by lands of \_\_\_\_\_ ; and on the West by lands of \_\_\_\_\_ and contains approximately \_\_\_\_\_ acres.

SOUTHERN MARYLAND  
PRODUCTION CREDIT ASSOCIATION  
  
(Secured Party)

Terry L. Wright (Debtor)  
Terry L. Wright  
Anita C. Wright (Debtor)  
Anita C. Wright

By Catherine L. Boswell (Debtor)  
(Authorized Representative) \_\_\_\_\_  
\_\_\_\_\_ (Debtor)

✓ After recordation the Clerk is requested to mail this Financing Statement to  
Southern Maryland Production Credit Association  
(address)

15207 Marlboro Pike  
Upper Marlboro, Maryland 20772

Mailed to: [Signature]

1226  
80

BL  
CLERK

RECORDED  
MAY 29 1985  
CLERK

1985 MAY 29 AM 10:07

E. AUBREY COLLISON  
CLERK

MARYLAND TERMINATION STATEMENT

Date May 6, 19685

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Raymond & Lucila Truelove  
7933 E Park Dr  
Glen burnie, MD 21061

2. Secured Party and address (Type complete corporate name): Thorp Credit  
7966 Crain Hwy  
Glen Burnie, Md 21061

3. There is no outstanding secured obligation and there is no commitment to make, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: Liber 452 Page 88

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Financial Services  
(TYPE COMPLETE CORPORATE NAME)

By: Samuel J Wilson MANAGER  
Samuel J Wilson

(Type signature below name)

AE 2/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORD FEE 10.00  
POSTAGE .50

#12553-0345 R01 109:24  
MAY 29 85

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY

1985 MAY 29 AM 10:07

E. AUBREY COLLISON  
CLERK



10.60  
S

Mailed to Secured Party

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No. <b>256864</b>
(Not to Be) <del>(To Be)</del> Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) <b>Charles F. Meyer &amp; Sons, Incorporated</b> 4910 Sands Road Lothian, Anne Arundel Co., MD 20711		Secured Party Name and Address <b>C.I.T. Corporation</b> 1301 York Road Lutherville, MD 21093
<del>Address of Secured Party</del> <del>C.I.T. Corporation</del>		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.  <b>One (1) Used Michigan Model 275B Loader, S/N 425B234</b> <b>One (1) Fiat Allis 745HB Front End Loader, S/N 73C03334 w/ 4yd. Bucket</b>		
RECORD FEE 11.00 POSTAGE .50 #13553 C345 R01 T09:26 MAY 29 85		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <b>Charles F. Meyer &amp; Sons, Incorporated</b>		Secured Party <b>C.I.T. Corporation</b>
By <u><i>Samuel F. Meyer</i></u> Title <u><i>Pres</i></u>		By <u><i>Joseph C. Sidde</i></u>
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which. Type or print name(s) of person(s) signing <u><i>Samuel F. Meyer</i></u>		Type or print name of person signing <u><i>Joseph C. Sidde</i></u>

E. AUBREY COLLISON  
 CLERK  
 1985 MAY 29 AM 10:07  
 ANNE ARUNDEL COUNTY  
 CLERK OF THE COURT

Mailed to Secured Party

*M-W*  
*SW*

STATE OF MARYLAND

Send Reference #

LIBER - 485 PAGE 518

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~801-1-1035-802~~

RECORDED IN LIBER 482 FOLIO 130 ON 1/29/85 (DATE) 255423

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury

Address State Income Tax Building, Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive

McLean, Virginia 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00  
POSTAGE .50

10.00  
.50

#1356 C. 45 R01 T09:29

MAY 29 85

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Equipment listed in Original Financing Statement

Assignee: Union Tidewater Financial Co.  
10 East Baltimore Street  
Baltimore, MD 21203



RECEIVED FOR RECORD  
CLERK COURT, BALTIMORE COUNTY

1985 MAY 29 AM 10:07

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

Dated March 18, 1985

83-48417 sch 19

Eita M. Roseberry Director of Finance  
(Signature of Secured Party)

Municipal Leasing Corporation  
Type or Print Above Name on Above Line

10.00  
50

LIBER - 485 PAGE 519

STATE OF MARYLAND *Send Reference #*

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256865

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name University of Maryland  
Address South Administration Building, College Park, MD 20742

2. SECURED PARTY

Name Municipal Leasing Corporation  
Address 8260 Greensboro Drive  
McLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00  
POSTAGE .50

#13557 0345 R01 T09:30  
MAY 29 85

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

One (1) IBM Electron Para Magnetic Resonance Spectrometer, S/N \_\_\_\_\_ together with all additions and accessions thereto, replacements thereof and substitutions therefor.

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

1768  
BL  
CLERK

RECEIVED FOR RECORD &  
CIRCUIT COURT, BALTIMORE COUNTY

1985 MAY 29 AM 10:07

E. AUBREY COLLISON  
CLERK

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

UNIVERSITY OF MARYLAND  
*Ronald C. Jones*  
(Signature of Debtor)  
Ronald C. Jones  
Type or Print Above Name on Above Line  
\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

MUNICIPAL LEASING CORPORATION  
*Phillip G. Norton*  
(Signature of Secured Party)  
Phillip G. Norton  
Type or Print Above Signature on Above Line

83-591M

11.00  
50

STATE OF MARYLAND  
LIBER - 485 PAGE 520

Send Reference #

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_  
RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON \_\_\_\_\_ (DATE)

1. DEBTOR

Name University of Maryland  
Address South Administration Building, College Park, MD 20742

2. SECURED PARTY

Name Municipal Leasing Corporation  
Address 8260 Greensboro Drive  
McLean, Virginia 22102  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, cancellation, etc.)

County Banking and Trust  
123 North Street  
Elkton, MD

(1) IBM Electron ParaMagnetic Resonance Spectrometer, all additions and accessions thereto, replacements thereof and substitutions thereof

RECORD FEE 10.00  
POSTAGE .50  
#13558 C145 R01 T09:31  
1768 MAY 29 85

RECEIVED FOR RECORD  
CIRCUIT CLERK, ST. JOHNS COUNTY  
1985 MAY 29 AM 10:07  
EVAUBERTY COLLISON  
CLERK

Mailed to Secured Party

BL  
CLERK

Dated December 26, 1984

Eta M. Rosenberg  
(Signature of Secured Party) Director of Finance

83-59117

Municipal Leasing Corporation  
Type or Print Above Name on Above Line



LIBER - 485 PAGE 522

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251695  
RECORDED IN BOOK 472 PAGE 378 ON April 19, 1984 (DATE)

1. DEBTOR

Name K B OF BALTIMORE, INC.  
Address 810 Gleneagles Court - Suite 106, Towson, Maryland 21204

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF MARYLAND  
Address 405 Washington Avenue, Towson, MD 21204

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 10.00

POSTAGE .50

#13561 0345 R01 T09:35

MAY 29 85

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>



RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 MAY 29 AM 10:08

E. AUBREY COLLISON  
CLERK

Dated 1/2/84

THE FIRST NATIONAL BANK OF MARYLAND

By James Lambdin  
(Signature of Secured Party)

James Lambdin, Vice President  
Type or Print Above Name on Above Line

TO THE FILING OFFICER: After filing please return this statement to David R. Naka, Esquire, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

Mailed to Secured Party

10 W  
SE

LIBER - 485 PAGE 523

258873

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Robert A. Ballantine, Inc.  
Address 1797 Dorsey Road, Hanover, Maryland 21076

2. SECURED PARTY

Name Jacobs Ford Truck Sales, Inc.  
Address 8300 Ardwick-Ardmore Road, Landover, Maryland 20785

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Maryland 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 17.00  
POSTAGE .50  
#13565 0345 R01 109:51

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, Maryland 21061

MAY 29 85

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert A. Ballantine, Inc.

Robert A. Ballantine, Inc.  
(Signature of Debtor)

Robert A. Ballantine, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jacobs Ford Truck Sales, Inc.

Laurence M. O'Connor  
(Signature of Secured Party)

Laurence M. O'Connor, President

Type or Print Above Signature on Above Line



RECEIVED FOR RECORD  
CLERK COUNTY  
FORM MAY BE PURCHASED FROM HOBBS & WARNER, INC., BOSTON, MASS. 02101

1985 MAY 29 AM 10:08

E. AUBREY COLLISON  
CLERK

17.88  
85

ASSIGNMENT LIBER - 485 PAGE 524

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 30, 1985

between Jacobs Ford Truck Sales, Inc. as Seller/Lessor/Mortgagee and Robert A. Ballantine, Inc., 1797 Dorsey Road, Hanover, Maryland 21076 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 30,349.44

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of April, 19 85

Jacobs Ford Truck Sales, Inc. (SEAL)  
(Seller/Lessor/Mortgagee)

By [Signature]

CA-1-5A

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Jacobs Ford Truck Sales, Inc. FROM: Robert A. Ballantine, Inc.
8300 Ardwick-Ardmore Road, Landover, MD 20785 1797 Dorsey Road, Hanover, MD 21076

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):
One (1) New 1985 Ford F700-D Cab & Chassis, Engine 8.2, 205 Horsepower, S/N 1FDPK74N9FVA19726

- (1) TIME SALES PRICE \$ 33,214.19
(2) Less DOWN PAYMENT IN CASH \$ 2,864.75
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 30,349.44

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1797 Dorsey Road, Hanover, Maryland 21076

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty thousand three hundred forty nine and 44/100\*\*\*\*\* Dollars (\$ 30,349.44)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 2nd day of June, 19 85, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 1,264.56 and the final installment being in the amount of \$ 1,264.56

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: April 30, 19 85

Accepted Jacobs Ford Truck Sales, Inc. (SEAL)

By: [Signature]

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

Robert A. Ballantine, Inc. (SEAL)

By: [Signature]

Co-Buyer-Maker: (SEAL)

(Print Name of Co-Buyer-Maker Here)

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable hereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes, and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (SEAL) \_\_\_\_\_  
 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller  
 \_\_\_\_\_ (Witness) By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to: Credit Alliance Corp

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 254089

RECORDED IN LIBER 478 FOLIO 268 ON 10/2/84 (DATE)

1. DEBTOR

Name B & B Bus Lines, Inc.  
Address 43 Thomas Avenue, Baltimore, Maryland 21225

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE

10.00

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>See - Substitution Letter attached hereto and made a part hereof.</p>	

POSTAGE

.50  
R01 109:59  
MAY 29 85

1985 MAY 29 AM 10:08  
E. AUBREY COLLISON  
CLERK  
RECEIVED FOR RECORD  
CHECKED BY CLERK  
ANNAPOLIS, MARYLAND COUNTY



Dated \_\_\_\_\_

(Signature of Secured Party) Credit Alliance Corporation

Robert Zimmerman Pres  
B & B Bus Lines, Inc.  
Robert Zimmerman, President

Larry E. Kimmel, Vice Pres  
Type or Print Above Name on Above Line

Type or Print Above Name on Above Line

10.00  
\$

LIBER - 485 PAGE 528

B & B Bus Lines, Inc.  
43 Thomas Avenue  
Baltimore, Maryland 21225

Credit Alliance Corporation  
P.O. Box 1680  
Glen Burnie, Maryland 21061

Re: Security Agreement - Mortgage on Goods and Chattels dated  
September 18, 1984 between B & B Bus Lines, Inc., Mortgagor  
and Credit Alliance Corporation, Mortgagee

Gentlemen:

With reference to the captioned, we have requested that you  
release your security interest in two (2) 1976 GM6000 Series  
60 passenger buses, S/N's: TSE636V592810 and TSE636V591933, to  
which you are agreeable.

We hereby grant you a security interest in:

One (1) 1981 Dodge Sportsman, S/N: 2B5WB31T8BK215683

One (1) 1980 GMC Bus, S/N: T16PEAV613635

to secure our mortgage obligations as defined in the  
captioned, and affirm that said 1981 Dodge and 1980 GMC Bus are  
and shall continue to be subject to all the terms and conditions  
of the captioned Security Agreement as if said 1981 Dodge and  
1980 GMC Bus had originally been listed as items of property on  
Schedule "A" to the captioned.

We affirm that the captioned Security Agreement is and  
continues to be in full force and effect and is enforceable  
in accordance with its terms and conditions without modification,  
except as indicated herein.

Very truly yours,

B & B Bus Lines, Inc.

By: Robert H. Zimmerman, Jr. Pres

Agreed and Accepted:

BY: Credit Alliance Corporation

Mailed to Secured Party

LIBER - 485 PAGE 529

256874

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

Comdisco, Inc.  
6400 Shafer Court  
Rosemont, IL 60018  
SL 16323

2. Secured Party(ies) and address(es)

The First National Bank of Allentown  
Hamilton Mall @ Seventh Street  
Allentown, PA 18101

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

Chattel paper, i.e., a Lease from Comdisco, Inc. to MERCANTILE SAFE DEPOSIT AND TRUST COMPANY  
742 Old Hammonds Ferry Road - Linthicum, MD 21090  
of IBM Computer Equipment as described together with the rentals and proceeds thereof and the equipment described in said lease. See attached equipment list.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00  
POSTAGE .50  
#13572 C345 R01 T10:03  
MAY 29 85

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Anne Arundel County, MD

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Comdisco, Inc.

The First National Bank of Allentown

By:

*Michael L. Collins*

Signature(s) of Debtor(s)

Title

By:

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 29 AM 10:09

E. AUBREY COLLISON  
CLERK

10:brg 12/10/84

LIBER - 485 PAGE 530

546323

EXHIBIT A

EQUIPMENT SCHEDULE NO. 8 DATED AS OF December 10, 1984

TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

LESSEE: Mercantile Safe Deposit and Trust Company LESSOR: COMDISCO, INC.

Address for Legal Notices:

742 Old Hammonds Ferry Road  
Linthicum, MD 21090

Attn: Mr. Ken Lumpkin

Address for Other Correspondence:

Same as above.

Attn.:

Location of Equipment:

Same as above.

Address for All Notices:

6400 Shafer Court  
Rosemont, Illinois 60018  
Attn.: Operations Lease Administrator

Investment Tax Credit  
(on order New Equipment)

for the account of:

Lessor X

Lessee \_\_\_\_\_

N/A \_\_\_\_\_

Initial Term/

Months: 48 Mos.

EQUIPMENT (as defined below):

<u>Item No.</u>	<u>Qty.</u>	<u>Machine/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Monthly Rent</u>
1.	2	3380 AA4	Dir. Acc. Storage	33243, 33399	
2.	1	3380 B04	Dir. Acc. Storage	75073	
3.	1	3880-3 8170	Storage Control 2 Chan. Switch	51108	
					<u>\$7,010</u>

PLEASE STAMP ADDITIONAL  
ATTACHMENTS & RETURN

256895

LIBER - 485 PAGE 531

NOT SUBJECT TO RECORDING TAX

Maryland Uniform Commercial Code

FINANCING STATEMENT

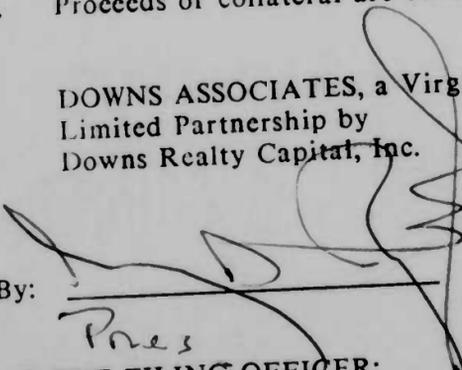
- 1. DEBTORS: DOWNS ASSOCIATES  
2661 Riva Road, Suite 420  
Annapolis, Maryland 21401
- 2. SECURED PARTY: SOVRAN BANK, N.A.  
Sovran Bank Center  
One Commercial Place  
Norfolk, Virginia 23510

3. This Financing Statement covers the following types of property:

Fifty percent (50%) of net profit before taxes as defined in the Building Loan Agreement dated November 18, 1977, as amended.

- 3a. Maturity date: November 20, 1987
- 4. Proceeds of collateral are covered.

DOWNS ASSOCIATES, a Virginia Limited Partnership by Downs Realty Capital, Inc.

By:   
Pres

TO THE FILING OFFICER:

After this statement has been recorded, please mail same to:

Mr. Bennett Crain, Jr.  
Hartman and Crain  
2661 Riva Road, Suite 810  
Annapolis, Maryland 21401

820.33

Mailed to: \_\_\_\_\_

000637BC.FS

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1985 MAY 31 AM 10:25  
E. AUBREY COLLISON  
CLERK

CR  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
#91455 0055 R02 110:19  
MAY 31 85

1100  
5/31

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
  - Subject to Recordation Tax; Principal
  - To be Recorded in Land Records (For Fixtures Only).
- Amount is \$76,000.-

Name of Debtor

Address

Andrew A. Pouring  
Maria A. Pouring

120 Tarragon Lane  
Edgewater, Maryland 21037

Secured Party

Address

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

See schedule attached

RECORD TAX 100.00  
#91487 0055 R02 TU:11  
MAY 31 85

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 14.00  
RECORD TAX 432.00  
POSTAGE .50  
#93483 0055 R02 TU:05  
MAY 31 85

3.  Proceeds } of the collateral are also specifically covered.
- Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECEIVED FOR RECORD  
CLERK COUNTY  
1985 MAY 31 AM 11:06  
E. AUBREY COLLISON  
CLERK



Debtor (or Assignor)

Secured Party (or Assignee)

*Andrew A. Pouring*  
*Maria A. Pouring*

FARMERS NATIONAL  
BANK OF MARYLAND

BY

*[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

14 -  
532

Equipment List Summary

Ono Sokki Combustion Analyzer Model CB - 366

2 ea. Crank Angle Detector Model PP-936

3 ea. Digital Thermometers, Model 2166 AK

50 ea. Quick Disconnect Themocouple assemblies  
Model Cass -18G-12

400 ft. Thermocouple Wire - Model GG-K-20

50 Ea. ComperSSION fittings - Model BRLK-12-12

Electronic Ice Point - Model MCJ-K

AHL-50P Range 0-50 SCFM

NAHL-50P Range 0-50 SCFM

2 ea. HS-L55SF LFE/Transducer

TNAHL-25P Range 0-23 SCFM

AHL-25P Range 0-25 SCFM

2 ea. HS-L25S LFE/Transducer

OPT-NBS \* on NAHL-50 P

4 ea. NF-25-NM Cables-25ft

Dual Channel FFT Annalyzer Model CF-910  
Serial No: 41223584

Multi-Fuel Flow Meter Assembly  
(carbureted/diesel/EFI) for engines  
to 400 hp (0.5 to 175 lbs/hr)  
In-vehicle fuel flow meter assembly  
number 213-190, consisting of:  
Model 213-300 fuel flow transducer,  
Model 284-512 pulse output transmitter,  
Model 370-160 vapor eliminator and a  
370-165 level controller/return fuel tank  
(vented), SS fuel filter with SS 10  
micron element and quick disconnect fittings.

Model 118-720, fuel flow indicator/totalizer  
temperature compensated, 3½ digit LCD totalizer  
with continuous temperature and specific gravity  
displays. Unit will operate on (switch-selectable)  
110,220 or 12VCD power. Price includes K-type  
thermocouple sensor assembly, 25 feet of inter-  
connect cable and system calibration charges.

3 ea. Kistler Pressure Transducers  
with copper seal 1131

LIBER - 485 PAGE 534

Kistler Pressure Transducer

Kistler Spark Plug Adapter  
/M7x0.75/6001/14 mm/13/16 HEX/  
Champion QN86

Kistler Spark Plug Adapter  
/M7x0.75/6001/14 mm/3/4 Hex/  
Champion RCJ8

2 ea. Kistler Mounting Adapters /6001/

3 ea. Cables, 2m. Long

3 ea. Cables, 5m. Long

3 ea. Charge Amplifiers

Charge Calibrator

3 ea. Connector Adaptors

Beckman HC/CO Analyzer  
(Display model with warranty)

Superflow SF-901 Dynamometer  
with test stand, console, and printer  
Modification for Piaggio

Mailed to Secured Party

256876

LIBER - 485 PAGE 535

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ .....
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Chesapeake Yacht Brokers, Ltd.	P.O. Box 358 Near Pier 1 Marina, Rt. 8 Stevensville, MD 21666

SECURED PARTY

E. AUBREY COLLISON  
CLERK

1985 MAY 31 AM 11:07

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

RECORDED FOR RECORD  
ANNE ARUNDEL COUNTY

1. This Financing Statement covers the following types (or items) of property (the collateral):  
Security interest in new and used boats and yachts both now owned and hereafter acquired together with all related and necessary equipment thereunto appertaining and belonging now or hereafter added to or attached to said items of inventory together with any cash or non-cash proceeds or products.
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3.  Proceeds } of the collateral are also specifically covered.  
 Products }
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

CR  
CLERK

Debtor (or Assignor)  
Chesapeake Yacht Brokers, Ltd.  
BY: *L. J. Maurer - Sec.*  
BY: *William B. ... V.P.*

Secured Party (or Assignee)  
FARMERS NATIONAL  
BANK OF MARYLAND  
BY: *Ross J. Selby*  
Ross J. Selby  
Senior Vice President

RECORD FEE 11.00  
POSTAGE .50  
#91484 E055 R02 T11:05  
MAY 31 85

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

1152

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

**FINANCING STATEMENT**

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**  
and/or its Parent, Affiliates or Subsidiaries

**FILING OFFICER NOTICE:**

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 7154 E FURNACE DR RD  
CITY & STATE: GLEN BURNIE, MD 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
DAVID W PEASE		7-19-82	
IRENE PEASE		ACCOUNT NO.	TAB
13 HANFORD DR		849300970	70
HARRIANS, MD		8036	

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS MD

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**  
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1985 MAY 31 PM 1:24  
 E. AUBREY COLLISON  
 CLERK

Mailed to Secured Party

RECORD FEE 10.00  
 POSTAGE .50  
 #91522 C237 R02 113:11  
 MAY 31 85

**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

**AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**  
(SECURED PARTY)

Lider 453 pg 548 ID 244157

BY Connie A. Budget Dated: 5-8, 19 85  
TITLE

**ACKNOWLEDGMENT COPY**

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.  
 19-1209 (REV. 11-80)

105

256877

LIBER - 485 PAGE 537

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 16,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR SECURED PARTY (OR ASSIGNEE)  
 Howard County Landscape and Sodding Company, Inc. THE FIRST NATIONAL BANK OF MARYLAND

(Name) Attn Margaret R. Anderson  
 (Name of Loan Officer)  
 (Address) Box 187  
Jessup, Maryland (Address) 83 Forest Plaza  
Annapolis, Maryland 21401 (Address)

1 This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

- John Deere Forklift S/N 192558T
- Finn Mulcher BMS527 S/N 633
- Finn Mulcher MSW19 S/N 1377
- 1979 Finn Mulcher BMS29 S/N 869
- 1967 Finn Hydroseeder S/N 166
- 1957 Ford Tractor S/N 31022A
- 1979 Ford 3000 Tractor S/NC163112
- 1975 Ford 3000 Tractor S/N C471623
- 1978 Ford 335 Tractor S/N C564804
- 1978 Ford 2600 Tractor C/A C589780

1985 MAY 31 PM 4:24  
 RECEIVED FOR RECORD  
 CLERK  
 HOWARD COUNTY, M.D.  
 E. AUBREY COLLISON  
 CLERK

Mailed to Secured Party

RECORD FEE 11.00  
 RECORD TAX 112.00  
 POSTAGE .50  
 #91525 C237 R02 T13:13  
 MAY 31 85

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor

- 3  Products of the collateral are also specifically covered
- 4 Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR) DEBTOR (OR ASSIGNOR)  
 Howard County Landscape & Sodding Co, Inc. (Seal) FIRST NATIONAL BANK OF MARYLAND (Seal)  
 BY: [Signature] (Signature) BY: [Signature] (Signature)  
 William M. Armstrong, President Margaret R. Anderson, Loan Officer  
 (Print or Type Name) (Print or Type Name)  
 BY: [Signature]  
 Nancy S. Armstrong, Treasurer DATE: February 26, 1985

11-  
11250

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GARY HART & ASSOCIATES LTD.  
Address 140 RITCHIE HWY PASADENA, MD 21122

2. SECURED PARTY

Name National Surety Leasing  
Address 672 Greenbriar Lane  
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ONE PANASONIC FP 2520 COPIER, New  
Serial Number BFD8053963  
Equipment Location: 2450 Riva Road  
Annapolis, Maryland 21401

RECORD FEE 11.00  
POSTAGE 50  
491526 0237 R02 113:14  
MAY 31 85

RECEIVED FOR RECORD  
CIRCUIT COURT BALTIMORE COUNTY  
1985 MAY 31 PM 1:24  
E. AUBREY COLLISON  
CLERK

Condition of Sale Contract

CHECK  THE LINES WHICH APPLY

Mailed to Secured Party

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Gary Hart  
(Signature of Debtor)

Gary Hart, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

National Surety Leasing, Inc.

Carole R. Hardesty  
(Signature of Secured Party)

Carole R. Hardesty, President  
Type or Print Above Signature on Above Line

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded In Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

M. Ambach And Company, Inc.  
(Name)  
175 Penrod Court  
(Address)  
Glen Burnie, Maryland 21061

Attn: Valerie C. Mills  
(Name of Loan Officer)  
P.O. Box 1596  
(Address)  
Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) ALL OF Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

E. AUBREY COLLISON  
CLERK

1985 MAY 31 PM 1:24

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

RECORD FEE 11.00  
POSTAGE .50  
#91527 C237 R02 11:15  
MAY 31 85

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail Instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

M. Ambach and Company, Inc. (Seal)  
*Neil Ambach* (Seal)  
(Signature)  
Neil Ambach, President  
(Print or Type Name)

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

11/5

DO NOT RECORD IN LAND RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtors:
 

Douglas Margerum	Address:
Patricia Anne Margerum	1724 Reynolds Street
	Crofton, MD 21114
  
2. Secured Parties:
 

Second National Building & Loan, Inc.	Address of all Secured Parties:
William F. Brooks, Jr., Trustee	c/o Second National Building & Loan, Inc.
Donna M. Pittman, Trustee	Phillip Morris Drive & Route 50
	Salisbury, Maryland 21801
  
3. This Financing Statement covers:

All appliances, fixtures, furniture, furnishings and equipment now or hereafter located in or upon the property described in Paragraph 6 below.
  
4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr. and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.
  
5. Proceeds of collateral are covered hereunder.
  
6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement are located is known as: Unit No. 1W, Kimberly Two Condominium Horizontal Property Regime, 140th Street, Ocean City, Maryland 21842.

Debtors:

*[Signature]*  
 \_\_\_\_\_  
 Douglas Margerum

*[Signature]*  
 \_\_\_\_\_  
 Patricia Ann Margerum

RECORD FEE 12.00  
 POSTAGE .50  
 #91528 C237 R02 113:15  
 MAY 31 85

CR  
 CLERK

RECEIVED FOR RECORD  
 -HOUT COUNTY, M.D. COUNTY

1985 MAY 31 PM 1:24  
 E. AUBREY COLLISON  
 CLERK

TO THE FILING OFFICER: After this statement has been recorded, PLEASE MAIL TO: Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury, Maryland 21801.

Mailed to: \_\_\_\_\_

12  
 5

THIS FINANCING STATEMENT IS PRESENTED TO THE CLERK OF THE COURT,  
ANNE ARUNDEL COUNTY, MARYLAND, FOR FILING PURSUANT TO THE  
UNIFORM COMMERCIAL CODE.

MATURITY DATE:

DEBTORS:

ADDRESS OF DEBTORS

EDWARD A. HURWITZ  
DEBRA HURWITZ  
CAPTAIN VIDEO, INC.

3517 Laurel-Ft. Meade Road  
Laurel, Maryland 20707  
9665 Baltimore Avenue  
Laurel, Maryland 20707

SECURED PARTY:

ADDRESS OF SECURED PARTY:

HOME VIDEO SERVICES, INC.  
OF LAUREL

P.O. BOX 10  
PASADENA, MARYLAND 21122

This Financing Statement covers the following types of  
property:

All of the video equipment, tape, and other inventory, both  
present and future, furniture, fixtures, shelving, cash registers,  
as well as all equipment, leases, licenses, contracts, lease and  
equipment deposits made by or granted to the Debtors, used by the  
Debtors in the business located at the address hereinafter stated,  
including all additions and accessions to the above-described  
property, substitutions thereof, and all proceeds from their sale  
or other disposition, that are used in connection with the  
business conducted in and at the premises known as: Home Video  
Services Incorporated of Laurel, 3517 Laurel-Ft. Meade Road,  
Laurel, Maryland.

Number of Additional Pages or Sheets attached: None

This Statement is to be recorded in the chattel records.  
This Statement is not subject to recordation tax.  
This Statement is to be returned after recordation to:

Thomas H. Price, III  
White Oak Professional Building  
11161 New Hampshire Avenue  
Suite 410  
Silver Spring, Maryland 20904

RECORD FEE 13.00  
POSTAGE .50  
#91530 0237 R02 113:17  
MAY 31 85

Dated this 1 day of May, 1985 at Prince  
George County, Maryland.

SIGNATURE OF DEBTORS:

WITNESS:

CAPTAIN VIDEO, INC.

Madeline B. Hurwitz

Edward A. Hurwitz  
Edward A. Hurwitz, Vice-President

Debra E. Hurwitz

Debra Hurwitz  
Debra Hurwitz, President

ATTEST:

HOME VIDEO SERVICES INCORPORATED OF  
LAUREL  
Secured Party:

Martine C. Y. Mellica

By: [Signature]  
President

135

(Signature)

E. AUBREY COLLISON  
CLERK

1985 MAY 31 PM 1:24

RECEIVED FOR RECORD  
CLERK OF COURT, ANNE ARUNDEL COUNTY

CLERK

LAW OFFICES  
THOMAS H. PRICE III, P. A.  
WHITE OAK PROFESSIONAL BUILDING

SUITE 410  
11161 NEW HAMPSHIRE AVENUE  
SILVER SPRING, MARYLAND 20904  
(301) 649-6600

MAILED 10:

LIBER - 485 PAGE 542

256882

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & A Charter Tours, Inc.

Address 8383 Elvaton Road, Millersville, Maryland 21108

2. SECURED PARTY

Name Leasing Service Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 13.00  
POSTAGE .50  
891533 0237 R02 113:17  
MAY 31 85

E. AUBREY COLLISON  
CLERK

1985 MAY 31 PM 1:24

RECEIVED FOR RECORD  
SECRETARY, ANNE ARUNDEL COUNTY

CR  
CLERK

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

B & A Charter Tours, Inc.

Ronald C. Dillon  
(Signature of Debtor)

Ronald C. Dillon, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

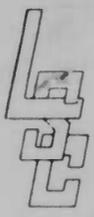
\_\_\_\_\_  
Type or Print Above Signature on Above Line

Leasing Service Corporation

Larry F. Kimmel  
(Signature of Secured Party)

Larry F. Kimmel, Assistant V.P.  
Type or Print Above Signature on Above Line

1350



# LEASING SERVICE CORPORATION (the "LESSOR")

- 770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021
- 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94662
- 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341
- 2360 EAST DEVON AVENUE • DES PLAINES, ILLINOIS 60018
- P.O. BOX 8, PREL PLAZA • ORANGEBURG, NEW YORK 10962

LIBER - 485 PAGE 543

Telephone: 212/421-3600  
 Telephone: 415/654-8615  
 Telephone: 404/458-9211  
 Telephone: 312/298-5580  
 Telephone: 914/359-8111

LEASE NO. 01829-9

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

**B & A Charter Tours, Inc.**  
 8383 Elvaton Road  
 Millersville, Maryland 21108

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

**Motor Coach Industries, Inc.**  
 Pembina, North Dakota 58272

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	1 New MCI Model MC-9 Crusader II Inter-City Coach, standard specifications including optional equipment, S/N 1M89CM8A2FP039483

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY

COUNTY

STATE

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 3,600.24 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	60	\$ 216,014.40 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	60	\$ 3,600.24 <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ -0- <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

### Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or 5/3/85 whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Glen Burnie, Maryland

DATE EXECUTED BY LESSEE: May 3, 1985

DATE: May 3, 1985

LESSEE: B & A Charter Tours, Inc.  
FULL LEGAL NAME

CA LEASING SERVICE CORPORATION

BY: Ronald C. Piller  
AUTHORIZED SIGNATURE

Pres.  
TITLE

BY: Larry F. Kimmel  
Assistant VICE PRESIDENT

BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE

TITLE

LEASE COPY

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

Frank J. Sanzone, Jr., and  
Kathleen A. Sanzone  
Quarterfield Amoco  
  
7689 Quarterfield Road  
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

JOHN HANSON SAVINGS & LOAN, INC.  
  
11700 Beltsville Drive  
Beltsville, Maryland 20705  
Attn.: Terry M. Klima

DATE 5/15-85  
PAGES 2  
DEBTORS  
REC. TAX

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY  
1985 MAY 31 PM 1:29  
E. AUBREY COLLISON  
CLERK  
CR  
CLERK

RECORD FEE 13.00  
POSTAGE .50  
491532 0237 R02 113:25  
MAY 31 85

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of the Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of the debtor (including without limitation all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the same or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of the Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Equipment. All of the equipment of the debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connections therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

E. Fixtures. All fixtures of the debtors both now owned and hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, and tools belonging thereto or for use in connection therewith and all products and proceeds thereof (both cash and non-cash) all licenses and permits and all renewals or replacements thereof, presently located at No. 7689 Quarterfield Road, Glen Burnie Maryland, 21061, or at such other place as the same may be hereafter located, and as shown on Schedule A, attached hereto.

4. The underlying transaction is not subject to recordation tax.

QUARTERFIELD AMOCO

JOHN HANSON SAVINGS & LOAN, INC.

By:

Frank J. Sanzone, Jr.

By:

VICE PRESIDENT

Frank J. Sanzone, Jr.

Secured Party

Kathleen A. Sanzone  
Debtors

STATE OF MARYLAND  
I hereby certify that this is a true and complete copy of the 2  
page document on file in this office. DATED: 5-8-85

AFTER RECORDING, RETURN TO:

Resnick, Socher and Perlow, P.A.

BY: One E. Redwood Street, Suite 400

This stamp replaces our previous certification system. Effective: 10/84

1350

SCHEDULE "A"

A. Inventory. All of the inventory of the Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of the debtor (including without limitation all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the same or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of the Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Equipment. All of the equipment of the debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connections therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

E. Fixtures. All fixtures of the debtors both now owned and hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, and tools belonging thereto or for use in connection therewith and all products and proceeds thereof (both cash and non-cash) all licenses and permits and all renewals or replacements thereof, presently located at No. 7689 Quarterfield Road, Glen Burnie Maryland, 21061, or at such other place as the same may be hereafter located.

Mailed to: Resnick, Sopher + Perlow, PA.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256884

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STAMMER'S SPORT & MARINE CENTER, INC.  
Address 8938 FORT SMALLWOOD ROAD, PASADENA, MD 21122

2. SECURED PARTY (SEE ATTACHED LIST OF ADDITIONAL ADDRESSES ON DEBTOR)

Name BORG-WARNER ACCEPTANCE CORPORATION  
Address P.O. BOX 1989, BRADENTON, FL 33506

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) \_\_\_\_\_

This financing statement covers the following types (or items) of property: (list)

All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment and accessories whether attached to the boats or boat trailers or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise). WHEN SUCH INVENTORY HAS BEEN FINANCED BY BORG-WARNER ACCEPTANCE CORPORATION.

NOT SUBJECT TO RECORDATION TAX.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

STAMMER'S SPORT & MARINE CENTER, INC.

*William Stammer, Pres.*  
(Signature of Debtor)

WILLIAM STAMMER, PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BY: BORG-WARNER ACCEPTANCE CORPORATION

*R.W. Lehmkuhl*  
(Signature of Secured Party)

R.W. LEHMKUHL, DISTRICT MANAGER

Type or Print Above Signature on Above Line

RECORD FEE 11.00  
POSTAGE .50  
091539 0237 102 113:38  
MAY 31 85

E. AUBREY COLLISON  
CLERK

1985 MAY 31 PM 1:29

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

CR  
CLERK

11/5

LIBER - 485 PAGE 548

ANNE ARUNDEL COUNTY  
UNIFORM COMMERCIAL CODE FINANCING STATEMENT

DEBTOR:

STAMMER'S SPORT & MARINE CENTER, INC.  
8938 FORT SMALLWOOD ROAD  
PASADENA, MD 21122

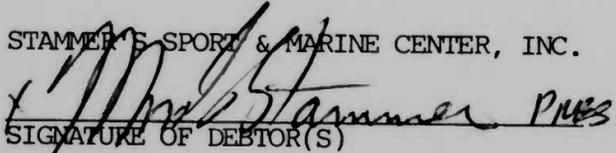
SECURED PARTY:

BORG-WARNER ACCEPTANCE CORPORATION  
P.O. BOX 1989  
BRADENTON, FL 33506

ADDITIONAL ADDRESSES ON THE ABOVE MENTIONED DEBTOR.

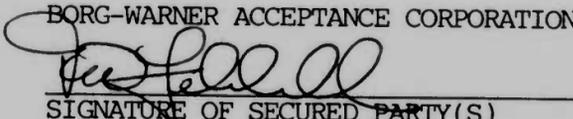
- 1) POPULAR RIDGE ROAD, PASADENA, MARYLAND 21122
- 2) PARADISE BEACH ROAD, PASADENA, MARYLAND 21122
- 3) SHIPLEY ROAD, PASADENA, MARYLAND 21122
- 4) WEAVER YACHT YARD, 730 RIVERSIDE DRIVE, ESSEX, MARYLAND 21221

STAMMER'S SPORT & MARINE CENTER, INC.

  
SIGNATURE OF DEBTOR(S)

WILLIAM STAMMER, PRESIDENT  
TYPE OR PRINT ABOVE NAME ON ABOVE LINE

BORG-WARNER ACCEPTANCE CORPORATION

  
SIGNATURE OF SECURED PARTY(S)

R.W. LEHMKUHL, DISTRICT MANAGER  
TYPE OR PRINT ABOVE NAME ON ABOVE LINE

Mailed to Secured Party

TO BE  
 NOT TO BE

**CROSS INDEXED**

IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

**FINANCING STATEMENT**

THOMAS J. BIRrane

Name or Names—Print or Type

300 GRANADA RD. Pasadena, Md. 21122

Address—Street No., City - County State Zip Code

1 Debtor(s):

Ivy M. Birrane

Name or Names—Print or Type

300 GRANADA RD PASADENA MD 21122

Address—Street No., City - County State Zip Code

Secured Party:

SEARS ROEBUCK

Name or Names—Print or Type

6650 Ritchie Hwy BALTO. MD 21061

Address—Street No., City - County State Zip Code

1985 MAY 31 PM 1:40  
J. F. COLLISON  
CLERK

CR  
CLERK

J.F.  
CLERK

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

custom draperies

4. If above described personal property is to be affixed to real property, describe real property.

300 Granada Rd. Pasadena, Md. 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 15.00  
POSTAGE .50  
#91545 0237 R02 113:44  
MAY 31 85

DEBTOR(S):

SECURED PARTY:

[Signature]  
(Signature of Debtor)

THOMAS J. BIRrane  
Type or Print

Sears, Roebuck and Company  
(Company, if applicable)

[Signature]  
(Signature of Debtor)

IVY M. BIRrane  
Type or Print

[Signature]  
(Signature of Secured Party)  
J. D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

**MAIL TO:**

Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mailed to: \_\_\_\_\_

1550

AACo.  
2 1500

1985 MAY 31 PM 1:40  
E. AUBREY COLLISON  
CLERK  
J.F. CLERK

CROSS INDEXED

IN LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$

FINANCING STATEMENT

THOMAS E. ARNOLD  
Name or Names—Print or Type  
483 KINGMALCOM AVE ODENTON AA. MD 21113  
Address—Street No., City - County State Zip Code

1. Debtor(s):

BETTY A. ARNOLD  
Name or Names—Print or Type  
483 KINGMALCOM AVE ODENTON AA. MD 21113  
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO  
Name or Names—Print or Type  
6650 RITCHIE HIGHWAY CLEU BURNE AA. MD 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

FURNACE + DUCT. WORK -

4. If above described personal property is to be affixed to real property, describe real property.

483 KINGMALCOM AVE ODENTON MD

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 15.00  
POSTAGE .50

#91544 0237 R02 113:43  
MAY 31 85

DEBTOR(S):

SECURED PARTY:

X Thomas E Arnold  
(Signature of Debtor)

THOMAS E ARNOLD  
Type or Print

Sears, Roebuck and Company  
(Company, if applicable)

X Betty A Arnold  
(Signature of Debtor)

BETTY A. ARNOLD  
Type or Print

J. D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO:

Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mailed to: \_\_\_\_\_

15-70  
AA Co.  
2 15-82

CROSS INDEXED

TO BE

NOT TO BE

IN LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF

\$ \_\_\_\_\_

FINANCING STATEMENT

ROBERT M. CONSTANTINE

Name or Names—Print or Type

308 RAYFORD RD PASADENA MD 21122

Address—Street No., City - County Anne Arundel State Zip Code

TERESA M. CONSTANTINE

Name or Names—Print or Type

308 RAYFORD RD PASADENA MD 21122

Address—Street No., City - County State Zip Code

SEARS ROEBUCK AND CO.

Name or Names—Print or Type

6650 N. RITCHIE HWY GLEN BURNIE MD 21061

Address—Street No., City - County State Zip Code

2. Secured Party:

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

CARPET UPSTAIRS AND DOWNSTAIRS  
PROPOSAL # 40980

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DWELLING  
308 Rayford Road, Pasadena, Md. 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 15.00  
POSTAGE .50  
#91546 0237 R02 T13:44  
MAY 31 95

Debtor(s):  
Robert M. Constantine  
Teresa M. Constantine  
(Signature of Debtor)

SECURED PARTY:

ROBERT M. CONSTANTINE  
Type or Print

SEARS ROEBUCK AND CO.  
(Company, if applicable)

Teresa M. Constantine  
(Signature of Debtor)

[Signature]  
(Signature of Secured Party)

TERESA M. CONSTANTINE  
Type or Print

J. D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mailed to: \_\_\_\_\_

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1985 MAY 31 PM 1:40

E. AUBREY COLLISON  
CLERK

CLERK

J.F. CLERK

1550

AA Co.  
2 1550

TO BE  
 NOT TO BE

CROSS INDEXED

IN LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

CRAIG M. EBERSOLE  
Name or Names—Print or Type  
301 REGENCY CIRCLE, LINTHICUM, MD. 21090  
Address—Street No., City - County State Zip Code  
(Anne Arundel County)

Debtor(s):

HELEN S. EBERSOLE  
Name or Names—Print or Type  
301 REGENCY CIRCLE, LINTHICUM, MD. 21090  
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & COMPANY  
Name or Names—Print or Type  
6650 N. RITCHIE HWY. GLEN BURNIE, MD. 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). INSTALLED KITCHEN CABINETS, CUSTOM COUNTERTOP AND RELATED KITCHEN APPLIANCES.

4. If above described personal property is to be affixed to real property, describe real property.  
RESIDENTIAL DWELLING AT: 301 REGENCY CIRCLE LINTHICUM, MD. 21090 Anne Arundel County

5. If collateral is crops, describe real estate.  
N/A

6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

N/A

RECORD FEE 15.00  
POSTAGE .50  
#91547 C237 R02 T13-44  
MAY 31 95

DEBTOR(S):

SECURED PARTY:

x Craig M. Ebersole  
(Signature of Debtor)

CRAIG M. EBERSOLE  
Type or Print

Sears, Roebuck & Company  
(Company, if applicable)

x Helen S. Ebersole  
(Signature of Debtor)

HELEN S. EBERSOLE  
Type or Print

[Signature]  
(Signature of Secured Party)  
J. D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
Name and Address 6901 Security Blvd., Baltimore, Maryland 21207  
Mailed to: \_\_\_\_\_

MAIL TO:

15.50

AA Co.  
2 1530

1985 MAY 31 PM 1:40  
RECEIVED FOR RECORD  
CLERK COURT. ANNE ARUNDEL COUNTY  
E. AUBREY COLLISON  
CLERK  
J.F. CLERK  
CR CLERK

1985 MAY 31 PM 1:41  
E. AUBREY COLLISON  
CLERK

TO BE  
NOT TO BE

CROSS INDEXED

IN LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF

\$

FINANCING STATEMENT

George W Johnson  
Name or Names—Print or Type  
418 Maple Lane N-W Glen Burnie Md  
Address—Street No., City - County (State County) Zip Code 21061

1. Debtor(s):

Maureen G. Johnson  
Name or Names—Print or Type  
Same as above  
Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Company  
Name or Names—Print or Type  
6650 N. Ritchie Highway Glen Burnie Md 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Install 10,000 BTU gas furnace & 36,000 BTU Central air & etc.

4. If above described personal property is to be affixed to real property, describe real property.

418 Maple Lane NW - rancher  
Glen Burnie, Md 21061  
AA County

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

N/A

7. Products of collateral  are  are not covered.

RECORD FEE 15.00  
POSTAGE .50  
#91540 C237 R02 113:45

MAY 31 95

DEBTOR(S):

SECURED PARTY:

George W Johnson  
(Signature of Debtor)

George W. Johnson  
Type or Print

(Signature of Debtor)

Type or Print

Sears, Roebuck and Company

(Company, if applicable)

(Signature of Secured Party)

J. D. Althouse—Credit Central Oper. Mgr.

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO:

6901 Security Blvd., Baltimore, Maryland 21207

Name and Address Mailed to:

MAUREEN G. MCQUAY JOHNSON

Maureen G. McQuay Johnson  
please sign

155

AA Co.  
2  
500

RECEIVED ON RECORD  
COUNTY CLERK  
1985 MAY 31 PM 1:41  
E. AUBREY COLLISON  
CLERK

TO BE  
 NOT TO BE } **CROSS INDEXED**  
IN }  
LAND RECORDS }  SUBJECT TO  
 NOT SUBJECT TO } RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):  
x Robert W. Lowe  
Name or Names—Print or Type  
118 Southway Severna Park, Md 21146  
Address—Street No., City - County State Zip Code  
x Pamela H. Lowe  
Name or Names—Print or Type  
118 Southway Severna Park, Md 21146  
Address—Street No., City - County State Zip Code  
2. Secured Party:  
x Sears, Roebuck and Co.  
Name or Names—Print or Type  
6901 Security Blvd. BALTO MD 21207  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
Installed custom drapery & accessories  
Wall to wall carpet

4. If above described personal property is to be affixed to real property, describe real property.  
118 Southway  
Severna Park, Md. 21146

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

RECORD FEE 15.00  
POSTAGE .50  
891549 0237 R02 113:45  
MAY 31 85

DEBTOR(S):  
x Robert W. Lowe  
(Signature of Debtor)  
Robert W. Lowe  
Type or Print  
x Pamela H. Lowe  
(Signature of Debtor)  
PAMELA H. LOWE  
Type or Print  
SECURED PARTY:  
Sears Roebuck & Co  
(Company, if applicable)  
J. D. Althouse  
(Signature of Secured Party)  
J. D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207  
Name and Address  
Mailed to: \_\_\_\_\_

152  
A.A.G  
550

TO BE  
 NOT TO BE

CROSS INDEXED  
IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

FINANCING STATEMENT

E. AUBREY COLLISON  
CLERK

1985 MAY 31 PM 1:41

RECEIVED FOR RECORD  
SINCE 1900 F.A.A. COUNTY

J.F. CLERK

CR CLERK

1. Debtor(s):

Alan G. Martinez  
Name or Names—Print or Type  
1405 TIRMON DR. GLEN BURNIE 21061  
Address—Street No., City-County State Zip Code  
AA County

Dawne L. Martinez  
Name or Names—Print or Type  
1405 TIRMON DR. GLEN BURNIE, MD  
Address—Street No., City - County State Zip Code

2. Secured Party:

Seans Reebuck & Co.  
Name or Names—Print or Type  
6650 RITCHIE HWY GLEN BURNIE, MD  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

FURNACE, CAC, AIR CLEANER, HUMIDIFIER

4. If above described personal property is to be affixed to real property, describe real property.

1405 TIRMON DR.  
GLEN BURNIE, MD AA County

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 15.00  
POSTAGE .50  
491550 0237 002 113:46  
MAY 31 85

DEBTOR(S):

SECURED PARTY:

Alan G. Martinez  
(Signature of Debtor)

ALAN G. MARTINEZ  
Type or Print

Dawne L. Martinez  
(Signature of Debtor)

DAWNE L. MARTINEZ  
Type or Print

Seans Reebuck & Co.  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

J. D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO:

Name and Address: 6901 Security Blvd., Baltimore, Maryland 21207

Mailed to: \_\_\_\_\_

1550

AA Co. 2 15.50

RECEIVED FOR RECORD  
CLERK  
1985 MAY 31 PM 1:41  
E. AUBREY COLLISON  
CLERK  
J.F. CLERK

CROSS INDEXED

BE  
 NOT TO BE  
IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ \_\_\_\_\_

FINANCING STATEMENT

Donald STROUP  
Name or Names—Print or Type

1300 HOUTH Rd. PASADENA Md.  
Address—Street No., City - County State Zip Code

1. Debtor(s):

Maria STROUP  
Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Co  
Name or Names—Print or Type

6650 H. Gov Ditch Hwy  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

WALL TO WALL Carpet

4. If above described personal property is to be affixed to real property, describe real property.

1300 HOUTH Rd.  
PASADENA Md.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 15.00  
POSTAGE .50  
#91551 0237 R02 T13:46  
MAY 31 85

DEBTOR(S):

SECURED PARTY:

Donald Stroup  
(Signature of Debtor)

Sears, Roebuck and Company  
(Company, if applicable)

Maria M. Stroup  
(Signature of Debtor)

(Signature of Secured Party)

Type or Print

J. D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mailed to: \_\_\_\_\_

15/0  
AAG  
15/50

CROSS INDEXED

TO BE

NOT TO BE

IN LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF

\$ \_\_\_\_\_

E. AUBREY COLLISON  
CLERK

1985 MAY 31 PM 1:41

J.F. CLERK

CR CLERK

FINANCING STATEMENT

Vernon Osborne  
Name or Names—Print or Type  
1014 Fairway Ave Glen Burnie, Md 21061  
Address—Street No., City - County State Zip Code

1. Debtor(s):

Geraldine E Osborne  
Name or Names—Print or Type  
1014 Fairway Ave Glen Burnie, Md 21061  
Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Company  
Name or Names—Print or Type  
6650 N. Litchie Highway Glen Burnie, Md 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Install 35,000 BTU Central Air + 105,000 BTU gas furnace with accessories. 4 New Supplies

4. If above described personal property is to be affixed to real property, describe real property.

1014 Fairway Ave  
Glen Burnie, Md 21061

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

N/A

7. Products of collateral  are  are not covered.

RECORD FEE 15.00  
POSTAGE .50  
#91552 0237 R02 T13:46  
MAY 31 85

DEBTOR(S):

SECURED PARTY:

Vernon Osborne  
(Signature of Debtor)

Vernon Osborne  
Type or Print

Sears, Roebuck and Company  
(Company, if applicable)

Geraldine E. Osborne  
(Signature of Debtor)

Geraldine E. Osborne  
Type or Print

J. D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mailed to: \_\_\_\_\_

1550

A.A.G.  
1550

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here

E. AUBREY COLLISON  
CLERK

1985 MAY 31 PM 1:41  
RECORDED  
ST. MARY'S COUNTY

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HODGES, Gary, owner d/b/a Gary's Better Body & Paint Shop

Address 7370 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Chief Automotive Systems Inc.

Address 1924 East Fourth Street

Grand Island, NE 68801

Mailed to Secured Party

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CR  
CLERK

4. This financing statement covers the following types (or items) of property: (list) One Chief E-Z Liner Frame Straightener, manufactured by Chief Automotive Systems Inc., serial number 50161, used by Debtor in its business, and all accessories, parts and equipment installed on and with the machine at the time of installation, all replacements or substitutions of any thereof, and all proceeds of all of the foregoing.

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 11.00  
#91553 C237 R02 T13-49  
MAY 31 85

x *Gary Hodges*  
(Signature of Debtor)

Gary Hodges, owner  
Type or Print Above Name on Above Line

*Gary Hodges*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*James Z...*  
(Signature of Secured Party)

Chief Automotive Systems Inc.  
Type or Print Above Signature on Above Line

11-

LIBER - 485 PAGE 559

256837

To Be Recorded In The Real Estate  
Records And In The Financing Statement  
Records Of Baltimore County, Prince  
George's County and Anne Arundel County  
And Among The Financing Statement Records  
Of The State Department of Assessments  
And Taxation

Subject To Recording Tax On Principal  
Amount Of \$2,500,000.00 Which Was Paid  
As Follows: (a) \$5,000.00 To The  
Clerk Of The Circuit Court For  
Baltimore County; (b) \$3,500.00  
To The Clerk Of The Circuit Court  
For Anne Arundel County; And (c)  
\$4,400.00 To The Clerk Of The Court  
For Prince George's County.

**FINANCING STATEMENT**

**1. DEBTOR:**

**MICHLAND CO. LIMITED  
PARTNERSHIP, T/A "DUFF'S FAMOUS  
SMORGASBORD" Formerly Known  
As "MICHLAND REALTY CO."  
810 Gleneagles Court, Suite 106  
Towson, Maryland 21204**

**2. SECURED PARTY:**

**THE BANK OF BALTIMORE  
Baltimore and Charles Streets  
Baltimore, Maryland 21201**

Attn: Albert K. Hause,  
Vice President

**3. This Financing Statement covers and the Debtor grants a continuing security  
interest to the Secured Party in the following:**

- a. All of the Debtor's right, title, and interest in and to all of the tangible and  
intangible assets of the Debtor, including, but not limited to the following  
kinds and types of property owned by the Debtor, wherever located, whether  
now owned or hereafter acquired by the Debtor, together with all  
replacements and renewals thereof, and all accessions, additions, replacement  
parts, manuals, warranties and packaging relating thereto:

- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper,  
General Intangibles, Equipment and Goods as those terms are defined in  
the Maryland Uniform Commercial Code - Secured Transactions, Title 9,  
Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962  
version of the Uniform Commercial Code;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law  
of the State of Maryland;

RECORD FEE  
POSTAGE

20.00  
.50

#91593 0055 R02 T15:43  
MAY 31 85

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 MAY 31 PM 3:42

E. AUBREY COLLISON



2000  
20

- (iv) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
  - (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, work in process, bindings or component materials, parts, supplies, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory");
  - (vi) All restaurant equipment, stoves, ranges, appliances, hoods, counters, signs, computers, furnishing, furniture, cash registers, cooking implements, and machinery;
  - (vii) All rights and interest under any leases;
  - (viii) All franchises; and
  - (ix) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.
5. Some of the above described personal property may be affixed to the real property described on Exhibit "A" attached hereto. The record owners of such real property are indicated on Exhibit "A".

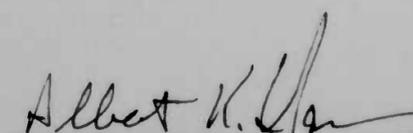
**SECURED PARTY:**

**THE BANK OF BALTIMORE**

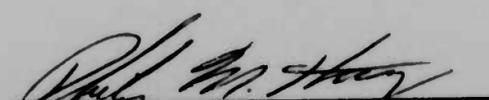
**DEBTOR:**

**MICHLAND CO. LIMITED PARTNERSHIP,  
T/A "DUFF'S FAMOUS SMORGASBORD"**

By:

 (SEAL)  
Albert K. Hause  
Vice President

By:

 (SEAL)  
Philip M. Hoag, *General Partner*  
~~Vice President~~

TO FILING OFFICER: After this Statement has been recorded, please return to:

James M. Smith, Esquire  
Gebhardt & Smith  
Ninth Floor, The World Trade Center  
Baltimore, Maryland 21202  
File No.: (JMS) 4261

4261  
M-00.75

EXHIBIT "A"

(Real Property Description)

<u>ADDRESS</u>	<u>PROPERTY OWNER</u>
1. 5700 Westview Mall Shopping Center U.S. Route 40 and Ingleside Avenue Baltimore County, Maryland	The Equitable Life Assurance Society of the United States a New York corporation
2. Glen Burnie Shopping Plaza 7315 Richie Highway Glen Burnie, Maryland 21062	Glen Burnie Shopping Plaza, Inc.
3. 8827 Annapolis Road Lanham, Prince George's County, Maryland	Hannah Storch
4. 1125 Cromwell Bridge Road Towson, Maryland 21204	21st Century Properties Company
5. 17,400 sq. feet of floor area on the first floor of the real property known as: 7609 New Hampshire Avenue Takoma Park, Prince George's County, Maryland	Suburban Bank, Trustees U/A for G. Albert Gude and Joseph P. Abrhams

E. AUSREY COLLISON  
CLERK  
1985 MAY 31 PM 3:41

RECEIVED FOR RECORD  
COURT HOUSE  
JMS:4261  
M-00.75

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT  
LIBER - 485 PAGE  
FORM UCC-1

Anne Arundel Co. 93.63  
Sch 01 12.50  
563  
Identifying File No. 256898

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 13,375.00

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Armstrong, William  
Armstrong, Nancy  
Address 8009 Old Jessup Road, Jessup, Maryland 20794

2. SECURED PARTY

Name First Maryland Leasecorp  
Address 25 S. Charles Street, Baltimore, Maryland 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See "Schedule A" Attached

RECORD FEE 12.00  
RECORD TAX 91.00  
POSTAGE 50  
#91594 0237 R02 115:53  
MAY 31 85

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

William Armstrong  
Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Nancy Armstrong  
Type or Print Above Signature on Above Line

First Maryland Leasecorp

[Signature]  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

10-  
91 50

E. AUDREY COLLISON  
CLERK

1985 MAY 31 PM 3:44

RECEIVED FROM RECORDS  
OFFICE COURT, ANNE ARUNDEL COUNTY

CR  
CLERK

LIBER - 485 PAGE 564

"SCHEDULE A"

One (1) IBM PC/AT Computer, 512K, 1.2M + 20M, S/N 0093033; One (1) IBM Monochrome Display, S/N 0406094; One (1) Epson FX100 Printer, S/N 122703; One (1) IBM Mono Display and Printer adapter; One (1) IBM Printer Cable; One (1) IBM DOS 3.0 and Basic Ext.; and One (1) SSD Construction Mgt. Software; including, without limitation, all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing equipment.

Mailed to Secured Party

~~was~~  
WJY

LIBER - 485 PAGE 565

256839

FINANCING STATEMENT

For Filing Officer Use	
File No. ....	
Date &	
Hour .....	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
BLEVINS, PHILIP E.		734 Intrepid Way		
BLEVINS, GLORIA A.		Harbor Hills		
		Davidsonville, Maryland	21035	

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
DISTRICT OF COLUMBIA NATIONAL BANK, WASHINGTON		1801 K Street, N.W.,	Washington, DC	20006

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule "A" attached hereto and incorporated herein by reference.

RECORD FEE 14.00  
 POSTAGE 50  
 #13651 0345 R01 T13:01  
 MAY 31 85

District of Columbia National Bank, Washington  
1801 K Street, N.W.  
Washington, D.C. 20006  
Attention: Ms. Joanne Housenger

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

*Philip E. Blevins*  
 PHILIP E. BLEVINS  
*Gloria A. Blevins*  
 GLORIA A. BLEVINS

(Type or print name under signature)

SECURED PARTY:

DISTRICT OF COLUMBIA NATIONAL BANK  
WASHINGTON (Seal)

(Corporate, Trade or Firm Name)

*Joanne M. Housenger*  
Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

RECEIVED FOR RECORD  
CIRCUIT COURT, ALA. COUNTY

1985 MAY 31 PM 4:11

E. AUBREY COLLISON  
CLERK

*14-60*  
*Le*  
*CR*

SCHEDULE "A" TO THE FINANCING STATEMENT

All plumbing, engines, boilers, heating and lighting apparatus, sprinkler or fire extinguishing systems, screens, fans, ventilating or air conditioning systems, on site building materials and supplies, awnings, blinds, window shades, gas ranges, electric ranges, mechanical refrigeration, including refrigeration, mantels, linoleum, wall or indoor beds, wall panels and tapestries, frescoes and paintings on or attached to walls and ceilings and all improvements and fixtures of every kind and description now owned or which may hereafter be owned by Debtor in and upon the below described land and premises, but not limited to, any equity which may be acquired by the said Debtor in such property as a result of the making of installment payments on account of the purchaser thereof.

DESCRIPTION OF REALTY:

See SCHEDULE "B" TO FINANCING STATEMENT.

RECORD OWNERS:

The Debtor.  
Philip E. Blevins  
Gloria A. Blevins

SCHEDULE "B" TO FINANCING STATEMENT  
WHICH LISTS PHILIP E. BLEVINS AND GLORIA A. BLEVINS  
AS DEBTOR AND DISTRICT OF COLUMBIA NATIONAL  
BANK, WASHINGTON

LIBER - 485 PAGE 567

PARCEL A

Beginning for the same at a spike set in the center of the County Road from Rutland to Davidsonville State Road, which point of beginning is, with meridian referred to as the magnetic of March 1944, North 47 degrees 02 minutes West 12.8 feet from an old boundary stone, a corner of the land herein described and that of Dove and the property formerly belonging to Donaldson, thence, leaving said road and with the lines of Dove, North 47 degrees 02 minutes West 699.65 feet to a locust stake now set on the Northeast side of a large line sassafras tree, thence leaving the outlines North 42 degrees 58 minutes East 574.3 feet to a spike set in the center of a 20 foot road, with use thereof in common, thence binding on the center of said road the four following courses and distances: South 42 degrees 50 minutes East 145.4 feet, South 20 degrees 02 minutes East 129.8 feet, South 61 degrees 09 minutes East 364.7 feet, and South 62 degrees 12 minutes East 202.9 feet to a spike set in the County Road hereinbefore referred to, thence binding on said County Road and the lines of the said Donaldson's property the following two courses and distances: South 50 degrees 29 minutes West 526.4 feet and South 63 degrees 33 minutes West 132.0 feet to the beginning, containing 9.95 acres of land, more or less, based on a plat and survey by Edward Hall, Jr., County Surveyor, in March 1944, with meridian corrected as hereinbefore mentioned, said plat being attached hereto and recorded with this deed.

Less the following described acreage which was transferred by deed dated June 29, 1984, recorded July 5, 1984 at Liber 3755, folio 295, from Norman Edelen and Virgie Edelen to Michael W. Cherry and Catherine P. Cherry

~~BEGINNING for the same at a pipe set in the centerline of a~~  
20 foot road and at the beginning of the South 42 degrees 50 minutes East 145.4 foot line of the conveyance from South River Farms, Inc. to Norman Edelen and Virgie Edelen, his wife, by Deed dated March 25, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.W.M. No. 308, folio 152, and running from said beginning point so fixed and with the outlines of the above mentioned conveyance and with the centerline of said 20 foot road, South 42 degrees 50 minutes East 145.4 feet to a pipe set; thence South 20 degrees 02 minutes East 129.0 feet to a pipe set; thence South 61 degrees 09 minutes East 364.7 feet to a pipe set; thence South 62 degrees 12 minutes East 193.8 feet to a pipe set on the northwest side of Rossback Road; thence leaving said 20 foot road and running with the northwest side of Rossback Road, South 50 degrees 18 minutes 40 seconds West 169.98 feet to a pipe set; thence leaving Rossback Road and running across the above mentioned conveyance from South River Farms, Inc. to Edelen (J.W.M. 308, folio 152), North 52 degrees 40 minutes 40 seconds West 782.58 feet to a pipe set in the North 42 degrees 58 minutes East 574.3 foot line of said conveyance; thence with part of said last mentioned line, North 42 degrees 58 minutes East 174.88 feet to the place of beginning.

Containing 2.31 acres, and as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in January, 1974. The above described being subject to and having the use in common of the above mentioned 20 foot road.

AND

PARCEL B

Beginning for the same at a stake on the Northeast side of a marked sassafras tree at the end of the first line of the conveyance from South River Farms, Inc., to Norman Edelen and wife, by deed dated March 25, 1944, recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 308, folio 152, which point of beginning is on the North 48 degree 02 minutes West 3493.2 foot line of the conveyance from John W. Welch to South River Farms, Inc., as recorded among the said Land Records in Liber F.S.R. No. 10, folio 489, thence binding on said line, with magnetic meridian now and hereinafter referred to the datum of March 1944, North 47 degrees 02 minutes West 1640.5 feet to a pipe on the West side of Beall's Branch, thence leaving the outlines North 42 degrees 58 minutes East 472.0 feet to a pipe, thence crossing Beall's Branch South 47 degrees 02 minutes East 933.5 feet to a pipe, and South 74 degrees 40 minutes East 254.6 feet to a pipe in the center line of a 20 foot road, with use in common, thence binding on said 20 foot road the following four courses and distances, South 41 degrees 09 minutes East 50.8 feet to a pipe, South 37 degrees 20 minutes East 85.15 feet to a pipe, South 47 degrees 33 minutes East 218.0 feet to a spike, and South 49 degrees 23 minutes East 128.75 feet to a spike in the center of said road at the end of the second line of the said conveyance to Edelen, thence leaving said road and with said line, reversed, South 42 degrees 58 minutes West 574.3 feet to the beginning, containing 19.33 acres, more or less, according to Survey and plat by Edward Ball, Jr., County Surveyor, in October, 1944; said plat being attached hereto and recorded herewith.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 94,950.00

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GUNTHER'S LEASING TRANSPORT, INC.  
Address 8350 Capel Drive, Pasadena, Maryland 21122

2. SECURED PARTY

Name SIGNAL CAPITAL CREDIT CORPORATION  
Address Liberty Lane, Hampton, New Hampshire 03842

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 11.00  
POSTAGE .50  
491634 0055 R02 110:00  
JUN 03 85

4. This financing statement covers the following types (or items) of property: (list)  
Six (6) new Fruehauf Trailers model FB9F248 48' length, dry freight (s/nos.

) with all accessory and standard equipment, and all additions, accessions, modifications, improvements, replacements, substitutions, and accessories, thereto and therefor, whether now owned or hereafter acquired, and the proceeds, products, and income of any of the foregoing.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)  
GUNTHER'S LEASING TRANSPORT, INC.

*Mark H. [Signature]*  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Recordation Tax has been paid at Dept. of Assessments & Taxation, MD

SIGNAL CAPITAL CREDIT CORPORATION

*Scott S. Kent [Signature]*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

SCOTT S. KENT  
DISTRICT CREDIT MANAGER

RECEIVED FOR RECORD  
CHROUT USA F.A.A. COUNTY  
1985 JUN -3 AM 10:02  
AUBREY COLLISON  
CLERK

LIBER - 485 PAGE 569



**Infosearch, Inc.**

Complete public information and document retrieval... everywhere

11 BEACON STREET / BOSTON, MASSACHUSETTS 02108 / 617-523-6380

SI 55532

Please file today I call us with date & file #

To Whom It May Concern:

Enclosed please find 1 financing statement(s) for:

Thanks!

Gunther's Leasing

to be filed in your office as soon as possible, Also enclosed is the required statutory filing fee of \$ 10.50

If there are any problems with filing, we would be most appreciative if you would hold the statement(s) in your office, and call us TOLL FREE (800)225-6244. Also, we would greatly appreciate your calling with the date and file number(s) of the document(s).

As we are acting as agents for the Secured party, would you please return the acknowledgement copy(s) in the self addressed return envelope enclosed herein.

Thank you for your prompt attention to this matter.

Sincerely,

Infosearch, Inc.

- 1 Financing Statement(s)
- 10.50 Statutory Filing Fee
- 1 Return Envelope

Mailed to Secured Party

LIBER - 485 PAGE 570

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 474 Page No. 458  
Identification No. \_\_\_\_\_ Dated \_\_\_\_\_

1. Debtor(s) { BAY STATE BUILDERS, INC.  
Name or Names—Print or Type  
1230 Cronson Boulevard Crofton A.A MD 21114  
Address—Street No., City - County State Zip Code

2. Secured Party { UNION TRUST COMPANY OF MARYLAND  
Name or Names—Print or Type  
P.O. BOX 1077 Baltimore MD 21203  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE 50  
#15739 0345 R01 110:52  
JUN 03 85

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Mailed to Secured Party



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 JUN -3 AM 11:08

E. AUBREY COLLISON  
CLERK

Dated: \_\_\_\_\_  
Name of Secured Party \_\_\_\_\_  
Signature of Secured Party Gordon De George  
Gordon De George  
Type of Party (Print or Type Title if Company)

Lucas Bros. Form T-1

Dunn Title Company  
2131 DEFENSE HIGHWAY  
CROFTON, MD 21114

10.00  
&

12.50

032655

LIBER - 485 PAGE 571

958952

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 20,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Gore Reporting Company, Inc.

716 Melvin Ave.  
Annapolis, MD 21401

Secured Party

Address

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
1 New Cimarron VI Version 3 computer system (Make: DEC, Model Professional 380); and 1 New Steno-Lectric Data Writer

RECEIVED FOR RECORD  
 CLERK OF COURT, ANNA COUNTY  
 1985 JUN - 3 AM 11:42  
 E. AUBREY COLLISON  
 CLERK



RECORD FEE 11.00  
 RECORD TAX 140.00  
 POSTAGE .50  
 #91672 0237 R02 T11:41  
 JUN 03 85

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)  
Gore Reporting Company, Inc.

Secured Party (or Assignee)

*William R. Gore*  
William R. Gore, President

FARMERS NATIONAL  
BANK OF MARYLAND

.....  
.....

BY *Luan D. Oakes*  
Luan D. Oakes

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

11-  
140-  
50

STATE OF MARYLAND  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 235168

RECORDED IN LIBER 431 FOLIO 38 ON 10/31/80 (DATE)

1. DEBTOR

Name Jenkins Marine Motor Sales, Inc

Address 7328 Ritchie Hwy Glen Burnie, Md. 21061

2. SECURED PARTY

Name Borg-Warner Acceptance Corp.

Address P.O.Box 505 Pensacola, FL. 32593

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) Oct. 31, 1985

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) by adding 2nd address</p>
<p>Amend 2nd Address to read: 2434 Holly Neck Rd. Baltimore, Md. 21221</p>	

RECEIVED FOR RECORD  
CIRCUIT COURT BALTIMORE COUNTY

1985 JUN -4 AM 9:15  
E. AUBREY COLLISON  
CLERK

RECORD FEE 10.00  
POSTAGE .50  
#91798 COSS R02 109:11  
JUN 4 85

Dated ~~9/26/84~~ 5-22-85

Vicki Bell  
(Signature of Secured Party)

Vicki Bell  
Type or Print Above Name on Above Line

Herbert C Massiey  
Debtor's Signature

HERBERT C MASSIEY  
Type or Print Above Name on Above Line

1000  
10/85

Mailed to Secured Party

REGISTRE, INC.  
BOX 4433  
MPLS., MN 55421

STATE OF MARYLAND  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 235168

RECORDED IN LIBER 431 <sup>Page 38</sup> FOLIO ON OCT 31, 1980 (DATE)

1. DEBTOR

Name Jenkins Marine Motor Sales, Inc.  
Address 7328 Ritchie Hwy, Glen Burnie, MD. 21061

2. SECURED PARTY

Name Borg-Warner Acceptance Corp.  
Address P.O. Box 505 Pensacola, FL. 32593

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Please amend file to include Proceeds of Collateral are also covered.

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 JUN -4 AM 9:15

E. AUBREY COLLISON  
CLERK

RECORD FEE 10.00  
POSTAGE .50

#91789 0055 R02 109:11  
JUN 4 85

Dated 5-21-85

Vicki L. Bell  
(Signature of Secured Party)

Vicki L. Bell  
Type or Print Above Name on Above Line

Mailed to Secured Party

1000  
JD

FINANCING STATEMENT

256906

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax. This is a purchase money transaction.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 American Security 11 Hudson Street  
 Storage of Annapolis, Inc. Annapolis, MD 21401

6. Secured Party Address  
 Equitable Bank, National Association  
 Attention: Barbara Wykowski 100 South Charles Street  
 Banking Officer Baltimore, MD 21201

RECORD FEE 11.00  
 POSTAGE .50  
 #13843 C040 R01 T10:08  
 JUN 4 85

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors American Security Storage of Annapolis, Inc.  
 \_\_\_\_\_ (Seal) By: *James A. Day* (Seal)  
 \_\_\_\_\_ (Seal) James A. Day, President (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 JUN -4 AM 10:10

E. AUBREY COLLISON  
CLERK



11/8 J

SCHEDULE A

LIDER -485 PAGE 575

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association and American Security Storage of Annapolis, Inc., a coporation, dated JUNE 3, 1985

F. Specific Equipment and Fixtures

<u>Description</u>	<u>Total</u>
150 Wooden Vaults @ \$135.00 each	\$20,250.00
50 Dozen #301 Cloth Furniture Pads @ 97.00 per doz.	\$ 4,850.00

To Be Recorded In The Real Estate Records And In The Financing Statement Records Of Baltimore County, Prince George's County and Anne Arundel County And Among The Financing Statement Records Of The State Department of Assessments And Taxation

Subject To Recording Tax On Principal Amount Of \$2,500,000.00 Which Was Paid As Follows: (a) \$5,000.00 To The Clerk Of The Circuit Court For Baltimore County; (b) \$3,500.00 To The Clerk Of The Circuit Court For Anne Arundel County; And (c) \$4,400.00 To The Clerk Of The Court For Prince George's County.

BOOK 3894 PAGE 250

FINANCING STATEMENT

1. DEBTOR:

**MICHLAND CO. LIMITED PARTNERSHIP, T/A "DUFF'S FAMOUS SMORGASBORD" Formerly Known As "MICHLAND REALTY CO."**  
810 Gleneagles Court, Suite 106  
Towson, Maryland 21204

2. SECURED PARTY:

**THE BANK OF BALTIMORE**  
Baltimore and Charles Streets  
Baltimore, Maryland 21201

Attn: Albert K. Hause,  
Vice President

3. This Financing Statement covers and the Debtor grants a continuing security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the State of Maryland;

RECORD TAX 21.00 3500.00

POSTAGE 50  
#91592 0055 R02 T15:42  
MAY 31 85

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1965 MAY 31 PH 3:42

E. AUBREY COLLISON  
CLERK

E. AUBREY COLLISON

1965 MAY 31 PM 3:41

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

CFP  
CLERK

2/00  
20/12  
50

- (iv) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, work in process, bindings or component materials, parts, supplies, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory");
- (vi) All restaurant equipment, stoves, ranges, appliances, hoods, counters, signs, computers, furnishing, furniture, cash registers, cooking implements, and machinery;
- (vii) All rights and interest under any leases;
- (viii) All franchises; and
- (ix) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

- 4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.
- 5. Some of the above described personal property may be affixed to the real property described on Exhibit "A" attached hereto. The record owners of such real property are indicated on Exhibit "A".

**SECURED PARTY:**

**DEBTOR:**

**THE BANK OF BALTIMORE**

**MICHLAND CO. LIMITED PARTNERSHIP,  
T/A "DUFF'S FAMOUS SMORGASBORD"**

By: Albert K. Hause (SEAL)  
Albert K. Hause  
Vice President

By: Philip M. Hoag (SEAL)  
Philip M. Hoag, Gerald P. ...  
~~Vice President~~

BOOK 3894 PAGE 252

LIBER - 485 PAGE 578

EXHIBIT "A"

(Real Property Description)

	<u>ADDRESS</u>	<u>PROPERTY OWNER</u>
1.	5700 Westview Mall Shopping Center U.S. Route 40 and Ingleside Avenue Baltimore County, Maryland	The Equitable Life Assurance Society of the United States a New York corporation
2.	Glen Burnie Shopping Plaza 7315 Richie Highway Glen Burnie, Maryland 21062	Glen Burnie Shopping Plaza, Inc.
3.	8827 Annapolis Road Lanham, Prince George's County, Maryland	Hannah Storch
4.	1125 Cromwell Bridge Road Towson, Maryland 21204	21st Century Properties Company
5.	17,400 sq. feet of floor area on the first floor of the real property known as: 7609 New Hampshire Avenue Takoma Park, Prince George's County, Maryland	Suburban Bank, Trustees U/A for G. Albert Gude and Joseph P. Abrhams

JMS:4261  
M-00.75

BOOK 3894 PAGE 253

LIBER - 485 PAGE 579

TO FILING OFFICER: After this Statement has been recorded, please return to:

James M. Smith, Esquire  
Gebhardt & Smith  
Ninth Floor, The World Trade Center  
Baltimore, Maryland 21202  
File No.: (JMS) 4261

4261  
M-00.75

Mailed to: ~~\_\_\_\_\_~~

256912

TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

NOT TO BE

NOT SUBJECT TO

\$ ~~4,000~~ 39,000

E. AUBREY COLLISON  
CLERK

1985 JUN - 4 PM 1:30

RECEIVED FOR RECORD  
STAFFORD COUNTY, N.C. COUNTY

FINANCING STATEMENT

PLOOR ENTERPRISES, INC.; DAVID PLOOR, individually and

Name or Names—Print or Type CLAUDIA PLOOR, individually  
5414 Memphis Lane Bowie Pk Md 2075  
Address—Street/No., City - County State Zip Code

Debtor(s):

Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

CR  
CLERK

2. Secured Party:

FALCO, INC.  
Name or Names—Print or Type  
3049 Tudor Hill Rd Riva Anne Arundel Md 21140  
Address—Street No., City - County State Zip Code

- 3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 1. All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory. 2. All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases.
- 4. If above described personal property is to be affixed to real property, describe real property.
- 5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 13.00  
RECORD TAX 239.00  
POSTAGE 50  
#91943 0237 R02 T13:29  
JUN 4 85

DEBTOR(S):  
PLOOR ENTERPRISES, INC.

SECURED PARTY:  
FALCO, INC.

By: David L. Ploor  
(Signature of Debtor)

David Ploor; and individually

Type or Print

Claudia Ploor  
(Signature of Debtor)

Claudia Ploor, individually

Type or Print

Falco Inc

(Company, if applicable)

By: Frederick A. Luyend - Pres.  
(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Alan W. Bernstein, Esq., P.O. Box 591, Annapolis, MD 21404

Luras Proc. Form F-3

Mailed to: \_\_\_\_\_

13-  
238-

LIBER - 485 PAGE 581

256913

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Miles X. Wickman and Keith K. Wickman 1149 Carrs Wharf Road Edgewater, MD 21037	2. Secured Party(ies) and address(es) Madison Park Broadcasting Limited Partnership Suite 105, 11400 SE 6th Bellevue, WA 98004	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 POSTAGE .50 #14041 C040 R01 T11:17 JUN 05 85
--	--	---

4. This financing statement covers the following types (or items) of property:

See Exhibit A Annexed hereto and made a part hereof

5. Assignee(s) of Secured Party and Address(es)  
Barclays American/Business  
Credit, Inc.  
111 Founders Plaza  
E. Hartford, CT 06108

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with:

Miles X. Wickman and Keith K. Wickman	Madison Park Broadcasting Limited Partnership
By: <u>[Signature]</u> Signature(s) of Debtor(s) Attorney-in-fact	By: <u>[Signature]</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1985 JUN -5 AM 11:21  
E. AUBREY COLLISON  
CLERK



120 5



EXHIBIT A TO UCC-1 FINANCING STATEMENT

LIDER - 485 PAGE 582

Description of Collateral

- (a) All of Debtor's right, title and interest as a limited partner in Seattle Radio Limited Partnership, a Washington limited partnership (the "Partnership"), whether now owned or hereafter acquired, including, without limitation, all rights, privileges, authority and powers of Debtor as such limited partner, whether now existing or hereafter arising, whether arising under the terms of the Partnership's partnership agreement or partnership certificate, currently in effect, as each such document may be amended from time to time, or otherwise;
- (b) All of Debtor's right, title and interest under any other agreement, now or hereafter in effect, with any other partner in the Partnership or any other person, providing for the right of the Debtor to acquire or exercise the partnership interest in the Partnership now or hereafter owned or held by any such other partner or person;
- (c) All of Debtor's right, title and interest in, to and under any and all claims now or hereafter held by the Debtor against or indebtedness now or hereafter due to the Debtor from the Partnership, which now or hereafter are subordinated in any manner or to any extent to the prior payment of the indebtedness of the Partnership now existing or hereafter arising to the Secured Party; and
- (d) Any and all proceeds of all of the foregoing.

Mailed to Secured Party

256911

LIBER - 485 PAGE 583

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Martha J. Foley 948 Melvin Road Annapolis, MD 21403	2. Secured Party(ies) and address(es) Madison Park Broadcasting Limited Partnership Suite 105, 11400 SE 6th Bellevue, WA 98004	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #14042 C040 R01 T11:17 JUN 05 85
4. This financing statement covers the following types (or items) of property:  See Exhibit A annexed hereto and made a part hereof		5. Assignee(s) of Secured Party and Address(es) Barclays American/Business Credit, Inc. 111 Founders Plaza E. Hartford, CT 06108

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with:

Martha J. Foley  
 By: *Debra Bel*  
 Signature(s) of Debtor(s)  
 Attorney-in-fact

Madison Park Broadcasting  
 Limited Partnership  
 By: *BBP*  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1985 JUN -5 AM 11:21  
 E. AUBREY COLLISON  
 CLERK



1100

EXHIBIT A TO UCC-1 FINANCING STATEMENT

LIBER - 485 PAGE 584

Description of Collateral

- (a) All of Debtor's right, title and interest as a limited partner in Seattle Radio Limited Partnership, a Washington limited partnership (the "Partnership"), whether now owned or hereafter acquired, including, without limitation, all rights, privileges, authority and powers of Debtor as such limited partner, whether now existing or hereafter arising, whether arising under the terms of the Partnership's partnership agreement or partnership certificate, currently in effect, as each such document may be amended from time to time, or otherwise;
- (b) All of Debtor's right, title and interest under any other agreement, now or hereafter in effect, with any other partner in the Partnership or any other person, providing for the right of the Debtor to acquire or exercise the partnership interest in the Partnership now or hereafter owned or held by any such other partner or person;
- (c) All of Debtor's right, title and interest in, to and under any and all claims now or hereafter held by the Debtor against or indebtedness now or hereafter due to the Debtor from the Partnership, which now or hereafter are subordinated in any manner or to any extent to the prior payment of the indebtedness of the Partnership now existing or hereafter arising to the Secured Party; and
- (d) Any and all proceeds of all of the foregoing.

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 256920

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 4-6-83 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DOWNS, THOMAS M  
Address 77 WEST ST STE 300 ANNAPOLIS MD 21401

2. SECURED PARTY

Name WEST PUBLISHING CO  
50 W KELLOGG PO BOX 64526  
Address ST PAUL MN 55164

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) CASE # 0

WEST LAW BOOKS - SEE ATTACHED SECURITY AGREEMENT # 010875  
05/02/85  
#05339 C210 R01 T10:22

CVL ACTION 11.00

RECORD FEE 11.00  
#14110 C040 R01 T15:43  
JUN 05 85

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

SEE ATTACHED SECURITY AGREEMENT

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

WEST PUBLISHING CO

(Signature of Secured Party)

LIEN CLERK

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

110  
1985 JUN -5 PM 3:49

E. AUBREY COLLISON  
CLERK



maryland national bank

256921

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records.
- 2.  To Be Recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
**Law Brothers Supply, Inc.** 7229 Baltimore-Annapolis Blvd.  
Glen Burnie, Maryland 21061

6. Secured Party Address  
 Maryland National Bank 1713 West Street  
 Attention: Vikki Johnson Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Law Bros Supply, Inc (Seal)  
George C. Law (Seal)  
 George C. Law, President  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank  
Michael T. Cavey (Seal)  
 Michael T. Cavey, Asst. Manager  
 Type name and title

RECORD FEE 11.00  
 POSTAGE .50  
 #92109 0055 R02 T15:39  
 JUN 05 85

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Form 207-95 ED 2/80

RECEIVED FOR RECORD  
 CIRCUIT COURT - ANNE ARUNDEL COUNTY  
 1985 JUN -5 PM 3:58  
 E. AUBREY COLLISON  
 CLERK

Mailed to Secured Party

1100  
②



MARYLAND NATIONAL BANK

We want you to grow.

MEMBER FDIC

256922

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 East Coast Welding & Construction Co., Inc. 520 Glenbrook Road  
 Glen Burnie, Md. 21061

6. Secured Party Address  
 Maryland National Bank  
 Attention: Vikki Johnson 1713 West St.  
 Annapolis, Md. 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *INVENTORY* Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *ACCOUNTS* Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops or the real estate described on Schedule A attached hereto and made a part hereof by reference.

RECORD FEE 11.00  
 POSTAGE .50  
 #92110 C055 R02 T15:39  
 JUN 05 85

East Coast Welding & Construction Co., Inc. (Seal) Secured Party  
 Maryland National Bank  
 Robert M. Hayes, Resident (Seal) Joseph A. Reed (Seal)  
 Asst. Vice President & Manager  
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RECEIVED FOR RECORD  
 CLERK  
 CIRCUIT COURT, A.A. COUNTY  
 1985 JUN -5 PM 3:59  
 F. AUBREY COLLISON

Mailed to Secured Party

1100  
52



MARYLAND NATIONAL BANK

We want you to grow.<sup>™</sup>

MEMBER FDIC

LIBER - 485 PAGE 588

256923

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 Donald R. Schneider, M.D. 2538 Davidsonville Road  
 Gambrills, Md. 21054

6. Secured Party \_\_\_\_\_ Address \_\_\_\_\_  
 Maryland National Bank 1713 West Street  
 Attention: Vikki Johnson Annapolis, Md. 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
  - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
  - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be <sup>prop on the real estate</sup> affixed to or is or is to be described on Schedule A attached hereto and made a part hereof by reference.

RECORD FEE 11.00  
 POSTAGE .50  
 #92111 0055 R02 715:40  
 JUN 05 85

Donald R. Schneider (Seal)  
 Donald R. Schneider, M.D.  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank  
Maureen Konschnik (Seal)  
 Maureen Konschnik - Commercial Banking Office  
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

Mailed to Secured Party

RECEIVED FOR RECORD  
 CIRCUIT COURT, ANNE ARUNDEL COUNTY  
 1985 JUN -5 PM 3:59  
 AUBREY COLLISON  
 CLERK

11/22  
 ID

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code. 256924

- |  |   |
|--|---|
| <p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>PAULLINDA, INC.<br/>LINDA A. ROBINSON, Individually<br/>PAUL A. SERGIO, Individually<br/>T/A CAPONE'S HIDEAWAY<br/>Unit L-1, West River Yacht Harbour Condominium, Galesville, Maryland 20765</p> | <p>2. A. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>GIBRALTAR BUILDING AND LOAN ASSOCIATION<br/>107 Ridgely Avenue<br/>Annapolis, Maryland 21401</p> <p>B. ASSIGNEE OF SECURED PARTY (if any) and Address</p> |
|--|---|
3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:
- (a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and located on the within described premises, including, without limitation, all machinery, furniture, furnishings, tools, fixtures, appliances, materials and supplies, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.
- (b) All chattels described in paragraph 3.(a) hereof are found and located on and about the property known as Unit L-1, West River Yacht Harbour Condominium, as per plat thereof recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3416, folio 879 and 883.
4. Proceeds and products of collateral are covered hereunder.
5. Number of additional sheets, if any, attached hereto: NONE
6. This transaction is exempt from the recordation tax.

7. Return to:  
Lawrence B. Goldstein, Chartered  
Post Office Box 291  
Annapolis, Maryland 21404

RECORD FEE 14.00  
POSTAGE .50  
#14117 C040 R01 T15:50

DEBTOR:

JUN 05 85

PAULLINDA, INC.  
By: Linda A. Robinson (SEAL)  
Linda A. Robinson, President  
Linda A. Robinson (SEAL)  
Linda A. Robinson  
Paul A. Sergio (SEAL)  
Paul A. Sergio

GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC.  
By: Lawrence B. Goldstein (SEAL)  
Lawrence B. Goldstein, President

Mailed to Secured Party

1450

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 JUN -5 PM 4:07

E. AUBREY COLLISON  
CLERK



Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

LIBER - 485 PAGE 590

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 244949 recorded in Liber 455, Folio 538 on November 10, 1982 (date).

1. DEBTOR(S):  
 Name(s): The Dunn Corporation  
 Address(es): 8360 Rt. 3 North  
Millersville, Maryland 21108

2. SECURED PARTY:  
 Name: The Equitable Trust Company  
 Address: 100 South Charles St.  
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
 (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00  
POSTAGE .50  
#14179-0345 R01 113:25  
JUNE 06 85

RECEIVED BY RECORD  
CLERK  
COURT HOUSE  
A.A. COUNTY  
MP 1985 JUN -6 PM 2:53  
E. AUBREY COLLISON  
CLERK

9. DEBTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:  
EQUITABLE BANK, National Association  
By Barbara A. Wykowski  
Barbara A. Wykowski  
Corporate Banking Officer  
(Type Name and Title)

Mailed to Secured Party

10.00  
05  
85

Filed With: The Clerk of The Circuit Court - Anne Arundel County, Maryland

LIBER - 485 PAGE 591

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248675

RECORDED IN LIBER 465 Page 67 FOLIO ON 8/17/83 (DATE)

1. DEBTOR

Name Summit Airlines, Inc.
Address Scott Plaza II - Philadelphia, Pennsylvania 19113

2. SECURED PARTY

Name Irving Trust Company - Commercial Finance Division
Address 1290 Avenue of The Americas - New York, New York 10019

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other, and Change Secured Party's Address To: One Wall Street, New York, New York 10015

IRVING TRUST COMPANY

1985 JUN - 6 PM 2:56
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY



RECORD FEE 10.00
POSTAGE .50
#92198 C237 R02 T13:13
JUNE 06 85

Dated

Signature of Debtor:

SUMMIT AIRLINES, INC.

Thomas E. Nebiolo V.P.

David Lysman

(Signature of Secured Party)

IRVING TRUST COMPANY

Type or Print Above Name on Above Line

Mailed to Secured Party

1050

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Union Trust Company of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

G-H-S PARTNERSHIP

UNION TRUST COMPANY OF MARYLAND

By

Catherine Gaertner  
partner

Catherine Gaertner  
H

By

Thomas K. George  
ASST. - Vice President

SCHEDULE A

All that lot of ground in Anne Arundel County, Maryland, being known and designated as Lot No. 9, Plat 3, as shown on Plat entitled, "Eagle Hill", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 72, folio 10.

Mailed to Secured Party

FINANCING STATEMENT

This financing statement is presented to a filing officer for pursuant to the Uniform Commercial Code.

Name of Debtors: Cleveland S. Graves and Lydia M. Graves

Address: 3000 Forest Drive, Annapolis, Maryland 21401

Name of Secured Parties: W. Lawrence Haynes and Margaret Louise Haynes

Address: 1719 Vineyard Trail, Annapolis, Maryland 21401

1. The Anne Arundel County recordation tax payable pursuant to Article 81, Section 277, Annotated Code of Maryland is \$35.00. \*

2. This financing statement covers the following items of property:

One 1976 Lincoln Continental automobile, Maryland Registration No. 6Y81A875068; one 1975 Lincoln Continental 4 automobile, Maryland Registration No. 5Y82A871963; ~~one 1970 Chevrolet Monte Carlo~~

~~one 1970 Chevrolet Monte Carlo, Maryland Registration No. 5Y82A871963~~

one 1973 Ford pick-up truck 350, Maryland Registration No.

F35MNUU44824; one crane, Maryland Registration No. F37YET62279; one

crane, Maryland Registration No. F37YC502690; all such Collateral to be

used in the state of Maryland in connection with Debtors' gasoline

station business located at the address for Debtors given above.

Dated: 5-2-85

Signatures of Debtors: Lydia M. Graves  
LYDIA M. GRAVES

Cleveland S. Graves  
CLEVELAND S. GRAVES

Signatures of Secured Parties: W. Lawrence Haynes  
W. LAWRENCE HAYNES

Margaret Louise Haynes  
MARGARET LOUISE HAYNES

RECORD FEE 12.00  
RECORD TAX 35.00  
POSTAGE .50  
#89043 C055 R02 T1246  
MAY 6 1985

\* Amount of debt being secured: \$5,000.00

Mailed to: Monica Hall

INSTRUMENT BEING RERECORDED TO CORRECT CLERKS ERROR

E. AUBREY COLLISON, CLERK  
Per DA Deputy

1985 MAY - 6 PM 12:53  
E. AUBREY COLLISON  
CLERK  
RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY

1985 JUN - 7 AM 9:02  
E. AUBREY COLLISON  
CLERK  
RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY

6 L  
CLERK

ANNE ARUNDEL COUNTY FINANCIAL STATEMENT RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber No. 473

Page No. 65

Identification No. 251875

Dated 4/30/84

1. Debtor(s) { Michland Co. Limited Partnership  
t/a Duff's Famous Smorgasbord  
Name or Names—Print or Type  
810 Gleneagles Ct., Suite 106, Towson, MD 21204  
Address—Street No., City - County State Zip Code

2. Secured Party { National Bank of Washington  
Name or Names—Print or Type  
401 E. Pratt St., Suite 2222, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
#14202 0040 R01 T07:22  
JUN 7 85

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RETURN TO: Daniel O'C. Tracy, Jr., Esquire  
Cook, Howard, Downes & Tracy  
210 Allegheny Avenue  
P.O. Box 5517  
Towson, MD 21204

Mailed to: Towson, MD 21204

Dated: May 31, 1985

The National Bank of Washington

Name of Secured Party  
Pamela M. Taylor  
Signature of Secured Party  
Pamela M. Taylor  
Assistant Vice President  
Type or Print (Include Title if Company)

Lucas Broc. Form T-1

MD  
RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1985 JUN -7 AM 9:05

E. AUBREY COLLISON  
CLERK

10.00

RECORD IN FINANCING/S RECORDS  
INDEX IN LAND RECORDS

NOT SUBJECT TO RECORDATION TAX

Anne  
Arundel CountyDATE: MAY 29, 1985 256937  
File No. 104736SECURITY AGREEMENT/FINANCING STATEMENT

## DEBTOR:

Linda J. Jacobs

8808 Sonya Road  
Randallstown, MD 21133

## SECURED PARTY:

BALTIMORE FEDERAL  
FINANCIAL, F.S.A.19 E. Fayette Street  
Baltimore, Maryland 21202

1. Debtor hereby grants and conveys to Secured Party a secured interest in all of the property hereinafter described in paragraph #3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Mortgage dated of even date herewith in the amount of

Eight-Eight Thousand Two Hundred and 00/100  
Dollars (\$ 88,200.00 .00)

RECORD FEE 13.00  
POSTAGE .50

from Debtor to Secured Party, covering certain real property located in the State of Maryland, and hereinafter described in paragraph #4 hereof.

#14218 0040 R01 107:36  
JUN 7 85

2. The said Mortgage is hereby incorporated by reference and is made a part hereof. Debtor agrees that in the event of any default in said Mortgage, that such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland or any other applicable law, in addition to any rights and remedies provided in such Mortgage. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion.

3. All of the following property is subject to the Security Agreement/Financing Statement hereby created from Debtor to Secured Party: All furniture, furnishing, appliances, fixtures, machinery and equipment installed in, affixed to, placed upon or used in connection with the real property described in paragraph #4 hereof including, but not limited to, the following:

All plumbing, boilers, hot water heaters, heating and lighting apparatus;

All screens, ventilating or air conditioning systems, awnings, window shades, draperies, and venetian blinds;

All gas and electric ranges, mechanical refrigeration, clothes washing and drying equipment, mechanical dishwashers, and garbage disposal equipment, elevators and/or escalators;

All mantels, linoleum, carpeting and floor covering of whatsoever kind and nature;

All franchises, licenses, including liquor licenses (if any) and any and all such property which is hereafter installed in, affixed to, placed upon or used in connection with the real property described in paragraph #4 hereof and all replacements thereof, additions thereto and substitutions therefor. Provided however, that property owned by tenants which under their leases they have a right to remove, shall not be included in the foregoing (unless abandoned by such tenants).

4. The property described in paragraph #3 hereof is (or is intended to be) affixed, installed or placed in the real estate described in aforesaid mortgage (incorporated herein by reference) and briefly described or identified as: 1933 Severn Grove Road, Anne Arundel Co., MD 21401.

5. Proceeds of the collateral are also covered.

6. A release of the mortgage referred to herein will operate as a release of this instrument as to the property contained in the release of mortgage.

## DEBTOR:

*Linda J. Jacobs*

(SEAL)

Linda J. Jacobs

(SEAL)

## TO THE FILING OFFICER:

After this Statement has been recorded, please mail the same to Callahan, Calwell and Laudeman, 210 E. Redwood Street, Baltimore, Maryland 21202.

Mailed to: \_\_\_\_\_

B<sup>00</sup> &RECEIVED FOR RECORD  
CIRCUIT COURT - ANNE ARUNDEL COUNTY

1985 JUN -7 AM 9:07

E. AUBREY COLLISON  
CLERKCR  
CLERK

Return to:  
Manis, Wilkinson, Snider & Goldsborough  
P. O. box 921  
Annapolis, Maryland 21404

**LIBER - 485 PAGE 598**

**256941**

Debtor or Assignor Form

**FINANCING STATEMENT**

- Not subject to Recordation Tax  To be Recorded in Land Records (For Fixtures Only).
- Subject to Recordation Tax; Principal  
Amount is \$ 125,000.00 (Recordation paid on Deed of Trust of even date herewith)

<u>Name of Debtor</u>	<u>Address</u>
Anchor Yacht Basin, Inc.	Turkey Point Road, Edgewater, MD 21037

<u>Secured Party</u>	<u>Address</u>
Farmers National Bank of Maryland	Church Circle, Annapolis, MD 21401

Assignee

**FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.**

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
BFM Marine Travel Lift, Serial Number 1966/585

RECORD FEE 11.00  
POSTAGE .50  
#14231 0040 R01 T08:48  
JUN 7 85

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

*Helen B. Mueller*  
Anchor Yacht Basin, Inc.  
Helen B. Mueller, Pres.

**FARMERS NATIONAL  
BANK OF MARYLAND**

BY *Russell R. Till*  
Russell R. Till, Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

RECEIVED FOR RECORD Mailed to Secured Party  
CIRCUIT COURT, A.A. COUNTY

1985 JUN -7 AM 10:16  
E. AUBREY COLLISON  
CLERK



110 \$



**FINANCING STATEMENT**

256942

1.  To Be Recorded in the Land Records at \_\_\_\_\_
2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
3.  Not subject to Recordation Tax.
4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Willward Painting Co., Inc. Address(es) 474 Manor Road  
Arnold, Maryland 21012

6. Secured Party Maryland National Bank Address 1713 West St.  
Annapolis, Md. 21401  
 Attention: Vikki Johnson

RECORD FEE 11.00  
 POSTAGE .50  
 #14294 0040 R01 T10:59  
 JUN 7 85

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Willward Painting Co., Inc. (Seal)

Ward C. Miller (Seal)  
 Ward C. Miller, President

William F. Glover (Seal)  
 William F. Glover, Vice President

\_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank

Joseph A. Reed (Seal)  
 Joseph A. Reed

Assistant Vice President & Manager  
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

Mailed to Secured Party

RECEIVED FOR RECORD  
 CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JUN -7 PM 12:27

E. AUBREY COLLISON  
 CLERK



112



256975

LIBER - 485 PAGE 600

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Third Madison Trust c/o The Bank of San Diego 225 Broadway PO Box 80627 San Diego, CA 92138	2. Secured Party(ies) and address(es) Hawthorne Capital Corporation 31555 West 14 Mile Road Farmington Hills, MI 48018	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

4. This financing statement covers the following types (or items) of property:

Third Madison Trust  
See attached Schedule.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 13.00  
POSTAGE 50  
#14348 C040 R01 113:37  
JUN 7 85

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

By: <u>John Stott, atty. in law</u> Signature(s) of Debtor(s)	By: <u>Charles A. Hayes, Pres.</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Alphabetical	STANDARD FORM - FORM UCC-1. (For Use In Most States)

RECEIVED FOR RECORD  
CIRCUIT COURT, S.A. COUNTY

1985 JUN -7 PM 3:04

E. AUBREY COLLISON  
CLERK

13.00  
50

Giant Food

LIBER - 485 PAGE 601

SCHEDULE

1. Equipment Description: See attached Equipment Schedule

Equipment Location: See attached Equipment Schedule

2. Equipment Lease

Initial User Lease: That certain lease agreement between CIS Leasing Corp., as lessor, and Giant Food, Inc., as lessee, dated April 27, 1983 (Equipment Schedule Ref. 80219).

122284/7062I/A18

NOV 17 1983

EQUIPMENT SCHEDULE

<u>Quantity</u>	<u>Type</u>	<u>Model/ Feature</u>	<u>Serial No.(s)</u>	<u>Description</u>
2	3880	003		Storage Control
2	3880	8170		2 Channel Switch
2	3880	8171		2 Channel Switch Add'l
2	3380	AA4	30704; 30436	DASD
1	3380	B04	69767	DASD
2	4248	001		Printer
3	3274	41D		Controller Unit

Equipment Location: 6300 Sheriff Road  
Landover, Maryland 20785

Mailed to: Mailed to Secured Party

123084/6967L/A11

**END  
LIBER**